

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the representatives for the County of Tompkins (hereinafter “Employer”) and the Tompkins County Corrections Officers Local 2062 Union (hereinafter “Union”) and referred to collectively as the “Parties.”

WHEREAS, the Employer and Union are parties to a collective bargaining agreement for the period of January 1, 2015 through December 31, 2017; and

WHEREAS, the parties have now reached a tentative agreement as of the date of execution of this Memorandum of Agreement on certain terms and conditions for a successor collective bargaining agreement for the period of January 1, 2018 through December 31, 2025, and wish to memorialize their understanding, in writing, pending the signing of a new collective bargaining agreement. All other existing language that delineates terms and conditions of employment will survive and be incorporated into a new CBA in its current form.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, upon ratification by the Union and ratification and approval by the County legislature, the parties agree that a successor collective bargaining agreement shall reflect the following:

1. The parties agree that all terms and conditions of the collective bargaining agreement which expires on December 31, 2017 shall remain in full force and effect except as agreed to modified herein.

2. **Compensation (Article III) Section 2** shall be modified as follows (subsections (a), (b) and (c) will not be modified:

Annual Salary Increases: (Exhibit C)

Correction Officers:

- Effective January 1, 2018, 3.5% increase to base wages.
- Effective January 1, 2019, 3.5% increase to base wages.
- Effective January 1, 2020, 3.0% increase to base wages.
- Effective January 1, 2021, 3.0% increase to base wages.
- Effective January 1, 2022, 3.0% increase to base wages.
- Effective January 1, 2023, 3.25% increase to base wages.
- Effective January 1, 2024, 3.25% increase to base wages.
- Effective January 1, 2025, 3.25% increase to base wages.

Correction Sergeants:

- Effective January 1, 2018, 3.5% increase to base wages.

- Effective January 1, 2019, 3.5% increase to base wages.
- Effective January 1, 2020, 3.0% increase to base wages.
- Effective January 1, 2021, 3.0% increase to base wages.
- Effective January 1, 2022, 3.0% increase to base wages.
- Effective January 1, 2023, 3.125% increase to base wages.
- Effective January 1, 2024, 3.125% increase to base wages.
- Effective January 1, 2025, 3.125% increase to base wages.

Cook/Head Cook:

- Effective January 1, 2018, 3.5% increase to base wages.
- Effective January 1, 2019, 3.5% increase to base wages.
- Effective January 1, 2020, 3.0% increase to base wages.
- Effective January 1, 2021, 3.0% increase to base wages.
- Effective January 1, 2022, 3.0% increase to base wages.
- Effective January 1, 2023, 3.0% increase to base wages.
- Effective January 1, 2024, 3.0% increase to base wages.
- Effective January 1, 2025, 3.0% increase to base wages.

3. The Wage Schedules (Exhibit C) shall be modified to reflect the following Correction Officer and Head Cook Wage Compression (**updated wage schedule attached hereto as Attachment “A”**):

Effective January 1, 2022, Step 1 (At least 0 years, but less than 1 year) and Step 2 (At least 1 year, but less than 2 years) of the correction officer and head cook salary schedules for January 1, 2021, respectively, will be “combined”, and deleted, to create one step that will be applicable for “at least 0 years, but less than 2” years of service and referred to and labeled “Step 1”. The new Step 1 salary will be created by taking the January 1, 2021 Step 2 annual salary for corrections officers and head cooks, respectively, and applying the raise for 2022.

In addition, the Steps 3 (At least 2 years, but less than 3 years) through 5 (At least 4 years, but less than 5 years) of the correction officers and head cook salary schedules for January 1, 2021, respectively, will be “combined”, and deleted, to create a one step that will be applicable for “at least 2 years, but less than 5 years” of service and referred to and labeled “Step 2”. The new Step 2 salary will be created by taking the January 1, 2022 Step 5 annual salary for corrections officers and cooks, respectively, and applying the raises for corrections officers and cooks for 2021, respectively.

4. **Shift Differential (Article III, Section 5(c))** shall be modified by increasing the shift differential (currently \$1.25 per hour) as follows:
 - Increase to \$1.95/hour effective upon ratification (not retroactive);
 - Increase to \$2.05/hour effective January 1, 2025.

5. **Clothing Allowance (Article XIX)** shall be modified by increasing the maximum clothing allowance per calendar year as follows:
 - Increase to \$675 effective January 1, 2024;
 - Increase to \$700 effective January 1, 2025.
6. **Holidays (Article IX) Section 1** shall be amended by adding Juneteenth.
7. **Holidays (Article IX) Section 1** shall be modified as follows: Holidays may accumulate to a maximum of ~~24~~ 26 days.
8. **Longevity (Article III Section 2)** shall be modified to add the following: Effective 1/1/24: \$1,500 to be paid to each Correction Officer Sergeant who has started their 6th year as a Correction Officer Sergeant. Each employee will receive longevity payments, as set forth herein, in the first pay period of December of each year of the contract if they are actively employed as of that date.
9. Add a new **Article III Section 16** to state as follows: Effective [ratification date], Field Training Officers (FTO) shall receive one (1) hour of straight pay for every eight (8) hours that they are assigned as an FTO to a new Corrections Officer.
10. **General Municipal Law 207-c (Article XIV, New Section):** A General Municipal Law 207-c Policy and Procedure will be negotiated by the parties separate and apart from this Memorandum of Agreement to replace the current Article XIV.
11. **Timecards (Article VI)** shall be amended as follows: Upon ratification (insert date), each employee's timecard shall be filled out daily and shall be signed depending on the timekeeping method used (paper or electronic), as required by departmental practices, but no later than the last day of the pay period.
12. **Grievance Procedure (Article XXXIV) Section 4:** "Step 3 Arbitration Stage," subsection a, will be amended to read as follows:

"a) In the event the Union wishes to appeal an unsatisfactory decision at Step 2, a demand for arbitration shall be presented to New York State Public Employment Relations Board within ten (10) days of receipt of the Step 2 Decision. The New York State Public Employment Relations Board will submit a list of arbitrators from which the parties shall select the arbitrator who shall arbitrate the dispute in accordance with the Rules and Procedures of the Public Employment Relations Board."
13. **A new Article III Section 16 will be added as follows:** The Parties agree to incorporate a mutually agreed upon mandatory overtime list that provides that the Correction Officer and/or Correction Sergeant cannot be mandated/ordered on both scheduled days off (pass days). Officers can only be mandated/ordered on one of the two pass days off (pass day),

with prior notice being provided. The Correction Officer and/or Correction Sergeant can volunteer to work both days off. In the event of mandatory overtime, either on a scheduled day off, or to work a tour of duty, the least senior employee, in any title, shall always be the employee mandated. There shall be no rotating overtime procedure.

14. **Improper Practice Charges (U-38775 & U-38784):** The Union agrees to submit a request to withdraw their pending improper practice charges (U-38775 & U-38784) to the Public Employment Relations Board, and shall do so within 30 days of approval of the MOA by the County Legislature.
15. **Health Insurance (Article VII):** Upon ratification, the language in Article VII will be replaced in full with the language included in Attachment “B” hereto.
16. **Sick Leave (Article XIII, Section 8):** Upon ratification, Article XIII, Section 8 shall be deleted and replaced in full with the new sick leave provision attached hereto as Attachment “C”, which requires all employees to convert from disability leave to sick leave accrual, and entitles employees to convert sick leave to cash for payment of retiree health insurance in retirement.
17. **Drug and Alcohol Testing Policy (new section):** Effective upon ratification (insert date), a new Article XXXV will be added to read as follows, and the Drug and Alcohol Testing Policy attached hereto as Attachment “D” will be incorporated as new Exhibit “G”:

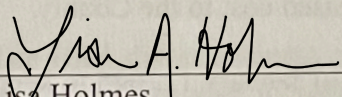
Article XXXV: Drug and Alcohol Testing Policy – Employees covered by this contract are subject to the Drug and Alcohol Testing as Exhibit “G” to the CBA.
18. The parties agree that the Sign-on Bonus provided for by the Sheriff in an email to the unit dated February 7, 2023 stopped being issued on August 31, 2023, will no longer be provided to employees hired after that date, and will not be recouped from any employee who has already received such payment(s).
19. A Formal Memorandum of Agreement (MOA) for the 8-year period of **January 1, 2018 through December 31, 2025**, to include: specific dates for ratification votes by the Association and County Legislature; and implement the MOA no later than the 4th full pay period following the County Legislative’s successful ratification vote of the MOA, and
 - Wage increase retroactivity to be paid no later than 120 calendar days after the successful ratification vote of the County Legislature of the MOA to any unit member who retired during the expired Agreement or is still working for the County at time of ratification.
 - Retro pay will be based on gross income.
 - No later than one full pay period prior to the payment of retroactivity as set forth herein, the County shall provide a breakdown, by year, of the amount of retroactivity to be paid. All retroactivity shall be reported to the NYS Comptroller

for the Employee Retirement System, by each year the retroactivity would have been earned and paid, for the purpose of pension calculation; and

- Upon successful ratification votes by the parties, the MOA shall have the full force and effect of the Agreement, enforceable through the Grievance Procedure.
- The County shall provide a “red-lined” draft Agreement, in a “word document”, to the representative of the Association, for review, consideration and response, no later than 75 calendar days after the date of the County Legislature. Union will be required to provide their response thereto within 75 calendar days of receipt from the County.

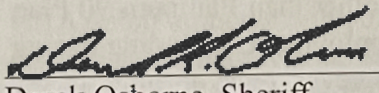
20. The parties agree to delete dates that are no longer applicable, make grammatical and spelling corrections mutually agreed upon. Insert “Association” where “Union” appears, use Article numbers and letters, and insert “Appendix” where “Exhibit” appears.

21. The parties agree that this Memorandum of Agreement is subject to ratification by the Union and ratification and approval by the County legislature before becoming final and binding.



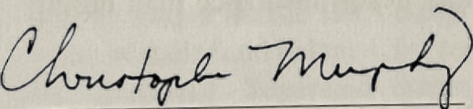
Lisa Holmes
County Administrator, Tompkins County

5/14/2024
Date



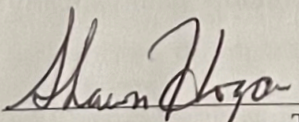
Derek Osborne, Sheriff

5/14/2024
Date



Christopher Murphy, NCEU

05/13/2024
Date



TCCOA

5/13/2024
Date

SHAWN HOGAN
TCCOA
UNION PRESIDENT

Attachment B

Health Insurance

Article VII replace as follows:

Effective upon ratification (insert date of ratification) except as otherwise specified herein:

Employees shall be covered under the Greater Tompkins County Municipal Health Insurance Consortium in those plans that have been designated as available to Tompkins County employees.

Effective January 1, 2025, all employees (except those with 24 or more years of service as of January 1, 2025 as set forth below) shall enroll in the Platinum 90 Plan with the same employer/employee cost sharing basis of 80/20 and shall not have the opportunity to change health insurance plans during any subsequent annual benefit open enrollment period, nor due to a qualifying event. Election to participate in a County sponsored health insurance plan is voluntary, however, if participation is waived, the County reserves the right to request verification of alternate health insurance plan coverage, in accordance with the Affordable Care Act or other laws as applicable. If participation is waived at the time of hire, an employee will be able to elect coverage under only the Platinum 90 plan and only during annual benefit open enrollment, or due to a qualifying event as defined by the health plan, and the provisions outlined herein. An employee remaining in a plan other than the Platinum 90 Plan must pay the increased cost to the County.

The County will allow employees with 24 or more years of service as of January 1, 2025 to keep their current health insurance plan if they choose to do so. An employee remaining in a plan other than the Excellus Blue PPO Plan must pay the increased cost to the County. Those employees with 24 or more years of service as of January 1, 2025 enrolled in a plan other than Platinum 90 Plan may elect to change to another health insurance plan during their employment, including during the annual open enrollment period, or due to a qualifying event. However, once enrolled in the Platinum 90 Plan, employees may not elect to change to another health insurance plan during employment.

All employees who participate in the health insurance plan provided by the Employer shall have their contributions toward the Employee's share of health insurance premiums automatically deducted from their pay before-tax dollars.

The Rx co-pays will be as set by the Consortium. The Association President will be notified of the changes to the health insurance premiums under the Plan, which includes Rx costs.

When new employees are hired, they will be given a copy of the health insurance plan, or will be advised where a copy of the plan may be obtained electronically. Copies of the health insurance plan are available at the Human Resources Department.

Eligibility to enroll in health insurance coverage shall be the first (1st) day of the calendar month following an employee's date of hire. The exception shall be only in the event that an employee's

date of hire is the first (1st) day of the month, and such date is an actual workday. Holidays are excluded, in which case the health insurance coverage may commence effective that date if the employee so chooses. Health insurance coverage will end at 11:59 p.m. on the last day of the calendar month during which employment ends.

Effective **January 1, 2025 and each January 1st thereafter**, all employees, regardless of date of hire, who are enrolled in the Excellus Blue PPO Platinum 90 Plan, shall immediately be eligible for an “Roll-over” HRA, in the amount of either two hundred and fifty dollars (\$250.00) if enrolled in an individual plan, or five-hundred dollars (\$500.00) if enrolled in a family plan, with no eligibility waiting period. Employees with 24 or more years of service as of January 1, 2025 who elect to remain in a health insurance plan other than the PPO Platinum 90 Plan will receive the HRA amount provided as of January 1, 2024, which are as follows:

- The HRA amount each year will be \$1612.31 for family coverage and \$758.00 for individual coverage.
- Employees enrolled in the Tompkins County traditional indemnity health insurance plan (Classic Blue) receive an annual HRA of \$200 for employees with individual coverage and \$500 for employees with family coverage.
- Employees hired before January 1, 2001 and enrolled in the Classic Blue plan receive both amounts above.

The HRA dollar amounts earned prior to **January 1, 2025** for certain health insurance plans will roll over from year to year if not exhausted during the plan year, and an employee will have a ninety (90) calendar day grace period during which to submit claims for reimbursement for expenses incurred in any previous plan year, against the remaining fund balance. However, no HRA dollar amounts will be forfeited. Separated employees, including retirees, or employees who decline participation in an Employer health insurance plan, with a remaining HRA balance greater than five hundred ninety-nine dollars (\$599.00), will be considered an “inactive” participant, and will no longer accrue HRA dollar amounts, but may continue to draw upon the full accumulated value of their fund balance, for reimbursement of eligible healthcare expenses, until such amounts are exhausted. Separated employees with balances below five hundred ninety-nine dollars (\$599.00), may receive payment for the balance of funds, at the discretion of the Employer, in accordance with IRS regulations, and other applicable laws. HRA funds will not be “cashed out” at the time of separation from employment, unless the criteria above is met, subject to IRS regulations.

Employees who are not enrolled in a health insurance plan through the Employer, are not eligible for the HRA payment.

Employees on an unpaid leave of absence whose health insurance is cancelled, either by request or for nonpayment, will be eligible for the HRA payment on January 1st following their return to work, provided they are otherwise eligible. Additionally, employees that have voluntarily declined to enroll in a health insurance plan, and later reinstates coverage during the annual open enrollment

period, will be eligible for an HRA benefit payment on January 1st, provided they are otherwise eligible.

Payment in Lieu of Health Insurance:

Effective **January 1, 2025**, an annual “buyout” payment shall be available for those employees eligible for health insurance who voluntarily waive participation. Upon satisfactory verification that the employee is covered under a non-County health insurance plan, in accordance with the Affordable Care Act, or other laws as applicable, the employee will receive a “buyout” payment of two thousand dollars (\$2,000.00). The “buyout” will be paid to eligible employees during the month of January, and the payment shall not be considered a part of their wages for any purposes. The payment shall be for an entire calendar year, therefore, employees that begin employment, or become eligible for participation during the calendar year, must wait until January 1st of the following year to participate. Any participant of the “buyout” program who wishes to obtain or resume coverage under an Employer health insurance plan, may do so during the annual open enrollment period, or when otherwise eligible as the result of a qualifying event as defined by existing law. Employees who return to coverage under an Employer health insurance plan during the calendar year, after having received the annual “buyout” payment, shall be required to refund that portion that represents the remainder of the calendar year that the employee will be enrolled under a health insurance plan. Should an employee that has received a “buyout” payment separate from employment with the Employer, voluntarily or otherwise, the employee will be required to refund a pro-rated amount of the “buyout”, or it may be deducted from his/her final pay. In the event an employee is married to another employee of the Employer who is eligible for health insurance, they will not be eligible for the “buyout” payment, even if the employees are each enrolled in an individual health insurance plan. The “buyout” shall be subject to taxes and other deductions required by law.

Should a plan be discontinued by the provider for active employees the County may replace with another plan if it is equal to or greater than the previous plan. If not equal to or greater than it must be negotiated.

Health Insurance Premium Notification The Employer shall, upon notification from the insurance carrier of changes in the premium and/or health insurance plan coverage, notify employees within a reasonable amount of time of receipt of the notification. A copy of the notification from the carrier will also be provided to the Association President.

Flexible Spending Account Plan The Employer agrees to offer to provide employees a Medical and Dependent Care Flexible Spending Account Plan. The annual maximum contribution allowance will be set in accordance with the Affordable Care Act, IRS regulations, or other applicable laws, and are subject to change.

Retiree Health Insurance

To be eligible for retiree health insurance, employees must have five (5) years of continuous service with Tompkins County prior to retirement, be enrolled in county health insurance at the time of retirement, and retire directly into the NYS Retirement System.

- a) An employee who leaves county employment and returns in under a year will not be considered to have a break in service (in accordance with civil service law); however, only time in active status will be counted toward the 5-year requirement.
 - b) An employee who leaves county employment and returns after more than a year will be considered to have a break in service (in accordance with civil service law) and will need to work 5 years from the date of rehire to be eligible for retiree health insurance.
2. A county retiree who returns to active service with the county shall not be eligible for active employee health insurance except in the following circumstances:
 - (a) A retiree who makes arrangements in advance of retirement to retire and return to active service in a benefits-eligible position within thirty (30) days of retirement shall continue on active employee insurance.
 - (b) A retiree who is recalled to active service in a benefits-eligible position due to a critical operational need (as determined by the Department Head, Commissioner of Human Resources, and County Administrator) shall be eligible to return to active employee health insurance.
 - (c) In either of the above situations, the retiree will transition to retiree insurance (if elected) when no longer actively working for the county.
 3. A retiree may only enroll dependents in retiree insurance who were on the retiree's active employee health insurance at the time of retirement, apart from a dependent who was not previously covered by the retiree becoming newly eligible through a qualifying life event (QLE).
 - (a) EXAMPLE 1: A retiree who marries may add their new spouse to retiree coverage within 30 days of the marriage.
 - (b) EXAMPLE 2: A retiree whose spouse was covered by another employer and then loses that coverage may add their spouse to retiree coverage within 30 days of the loss of other coverage.
 4. Retirees may cancel or remove dependents from coverage at will, but cancellation of coverage and removal of dependents from coverage are permanent. Removed dependents may not be reenrolled at a later date, nor can cancelled coverage be reinstated.

At the time of retirement, an employee who is eligible for health insurance in retirement has the option of converting accrued, unused sick leave hours (pursuant to contract limitations), into a fund (escrow account) to pay monthly retiree health insurance premiums for a maximum until such fund is exhausted or to pay for coverage for up to 15 years, which ever occurs first. Employees must be enrolled in a County sponsored health insurance plan at the time of retirement, and retire directly into the NYS Retirement System to be eligible. Effective January 1, 2025, all retirees retiring on or after January 1, 2025 must enroll in the Platinum Plan (or a plan elected by the employer to replace the Platinum Plan) or if the employee or dependents are Medicare eligible, the Classic Blue Secure Medicare Supplement Plan (or a plan elected by the employer to replace the Classic Blue Secure Medicare Supplement Plan).

The Employer shall contribute 50% of the individual health insurance premium, and an additional 50% of the difference between the individual and dependent (family) health insurance premium cost, without return of any paid leave time except to fund the employee's share of the premium as set forth in this agreement. Employees must provide notice at least six (6) months prior to the date of their retirement, unless exigent circumstances occur that prevent the employee from giving timely notice, to be entitled to convert accrued unused sick leave to a cash value to pay for retiree health insurance not paid for by the Employer.

Employees, retirees, and their eligible dependent(s) are required to sign up for Medicare Part "A", and Part "B" as required by law.

Health Insurance In Retirement Due to a Disability Retirement

Effective **January 1, 2024**, any correction officer or sergeant who has sustained an injury and/or illness in the line of duty where such injury and/or illness results in a disability retirement by the New York State Employee Retirement System, shall continue to receive health insurance coverage as an active employee, individual or family without cost to the employee.

Wellness Program

Effective **January 1, 2025**, all employees enrolled in the Excellus Blue PPO Platinum 90 Plan, including their spouse/domestic partner, shall have the option to voluntarily participate in the wellness program to earn financial incentives for meeting wellness targets. The wellness program targets are established within the health insurance plan and outlined in each participant's personal health report. In the months of January or February, or otherwise provided by the health insurance plan provider, of every year following **January 1, 2025**, each participant shall have an opportunity to participate in the wellness program. The Employer shall arrange for a provider to administer the health screening assessments and shall notify an eligible employee of the dates and times available for screening. It shall be the employee's responsibility to schedule a screening date and time for themselves and/or their spouses/partners.

Effective **January 1, 2025**, all Excellus Blue PPO Platinum 90 Plan participants shall receive the following payment incentives for achieving wellness targets based on their annual wellness program results:

The family health insurance plan incentive payments are as follows:

Blood Pressure: \$350.00 for the employee, and \$350.00 for the spouse/domestic partner

LDL Cholesterol: \$350.00 for the employee, and \$350.00 for the spouse/domestic partner

Triglyceride: \$350.00 for the employee, and \$350.00 for the spouse/domestic partner

Glucose: \$350.00 for the employee, and \$350.00 for the spouse/domestic partner

No Nicotine Use: \$350.00 for the employee, and \$350.00 for the spouse/domestic partner

If an employee has a family health insurance plan with no spouse/domestic partner enrolled, the incentive payment shall be seven hundred dollars (\$700.00) for each category above.

The individual health insurance plan incentive payments are as follows:

Blood Pressure: \$350.00 for the employee
LDL Cholesterol: \$350.00 for the employee
Triglyceride: \$350.00 for the employee
Glucose: \$350.00 for the employee
No Nicotine Use: \$350.00 for the employee

The maximum incentive payment that can be earned for a family health insurance plan is three thousand five hundred dollars (\$3,500.00), and maximum incentive payment that can be earned for an individual health insurance plan is one thousand seven hundred and fifty dollars (\$1,750.00). The payment incentive(s) shall be made to employees no later than August 31st of each year following the completion of the health screening.

Employees shall notify the Human Resources Department by June 30th of each year of their option for receiving incentive payments. If an employee does not provide notification by this date, the default option will be a pre-tax deposit into the employee's HRA. To be eligible to receive the payment, the employee must be actively employed by the Employer, and be covered under this Agreement at the time payment is processed.

Effective **February 13, 2025**, if a participant misses one (1) or more of the wellness targets, they will have the opportunity to earn credit for the targets missed, by engaging in free health coaching with Integrated Health 21 (hereinafter referred to as "IH21"), or other comparable provider.

Health coaching takes place in an approximately thirty (30) minute telephone session, and can be scheduled when it is convenient for the participant, including evenings and weekends. The coaching period shall be concluded by June 30th of each year.

Additional opportunities to earn the incentive payments are as follows:

- If a participant doesn't meet one (1) or two (2) of the wellness targets, aside from nicotine use, they will have the opportunity to complete two (2) health coaching sessions to earn credit for the missed wellness targets.
- If a participant doesn't meet three (3) or four (4) of the wellness targets, aside from nicotine use, they will have the opportunity to complete three (3) to four (4) coaching calls prior to July 1st to earn credit for the missed wellness targets.
- If an employee currently uses nicotine, they will have the opportunity to complete an eight (8) week smoking cessation program to earn credit for this category.

If an employee has a health condition that they feel makes them unable to meet a wellness target for an incentive payment, they may apply for an exemption through their physician, and will be processed through IH 21, or other comparable provider.

The parameters for the wellness target testing period are expected to run from on or about February 14th through March 31st of each year (in 2023: 02/13/2023-03/31/2023), and the testing provider expects that results will be generated back to the participant within a week of being tested.

The testing provider will compile and send Human Resources the complete report of those who participated, and how many wellness targets are met, either initially through health coaching, or through a physician's exemption, by July 15th of each year. Human Resources will then submit the finalized list to payroll to process the incentive payments to each employee.

The health coaching alternative shall remain in effect as long as the coaching program is still being offered by IH21, or another comparable provider.

Employees shall have the following options for receiving the incentive payment(s) in the wellness program as described above:

1. Lump sum payment by check, subject to applicable payroll tax deductions; or
2. Pre-tax deposit into the employee's deferred compensation plan, subject to execution of appropriate documentation, as well as IRS caps in place for each year; or
3. Pre-tax deposit into the employee's HRA, which amount will accumulate, and may be used until exhausted.

The payment incentive(s) shall be made to participating employees no later than August 31st of each year.

Attachment C

Sick Leave

Revise as follows at the heading and beginning at Article 13.8:

ARTICLE XIII - PERSONAL LEAVE, DISABILITY, AND SICK LEAVE (Disability Leave was effective through date of ratification (insert date)).

8. Disability Leave – Effective through date of ratification (insert date)

- a) Disability leave (for personal illness/injury) with full pay, at the employee's regular rate of pay, will be granted to employees from the date the employee is deemed unable to work, as documented by a medical provider, subject to the completion of a County "Medical Leave of Absence" Form, and submission of said form to the employee's Supervisor and the Department of Human Resources within twenty-four (24) hours of the date such leave will commence, or as soon as practicable in extenuating circumstances. Up to thirty days advance notice of the need for disability leave for personal illness/injury shall be provided when an employee has advance knowledge of their need for such leave. Employees will be required to provide documentation from their physician substantiating the need for such leave.

Employees may elect to use other accrued paid leave entitlements up to a maximum of three (3) days prior to needing a doctor's statement substantiating the absence, however, such a statement is required if employee wishes to request the use of disability leave.

- b) The County and the Union agree to abide by provisions and regulations of the Federal Family and Medical Leave Act (FMLA). For eligible employees, as required by law, any medical leaves of absence determined to be for an FMLA qualifying condition will be designated as such, including occupational leaves.
- c) Leaves of absence under the FMLA will run concurrent with any other medical leaves of absence (including occupational leaves), and an employee must utilize all disability leave and accrued paid leave prior to going into an unpaid leave status.
- d) Employees will be notified by the County's Disability Plan Administrator or Department of Human Resources designee, of their need to submit a medical certification form completed by their physician containing the nature of their illness/injury, expected length of absence, and other information as required in accordance with the Family and Medical Leave Act (FMLA) and other applicable laws. Such medical certification shall be submitted in accordance with instructions provided, and additional medical certification may be requested during an absence as necessary to determine continued eligibility for leave, in accordance with laws.
- e) Leave of absences resulting from work related illness or injury ("occupational") require the completion and submission of a County Medical Leave of Absence Form AND a County Incident Report Form to the employee's Supervisor within 24 hours of occurrence.

Both forms must be received by the Department of Human Resources no later than 48 hours after such occurrence

- f) Employees returning from disability leave who have exhausted their disability leave entitlement shall be required to serve six (6) consecutive months before being eligible for disability leave again. Additional disability leave entitlement shall not accrue while an employee is absent on disability leave or other medical leave of absence.
- g) The County shall reserve the right to provide the above disability leave benefit either by self-insurance or private insurance carrier.
- h) See Section XVII on Benefits Applicability for rules governing disability leave time for employees working other than full-time.
- i) Prior to returning to work from any medical leave of absence (occupational and non-occupational), an employee is required to submit a physician's statement of release to return to work, containing sufficient details regarding the employee's fitness to return to work, and listing any restrictions or limitations. Such documentation will be reviewed by the County's Plan Administrator or Department of Human Resources designee as appropriate, to ensure the ability of an employee to safely return to work.
- a. The County shall have the right at its discretion to verify the report of the attending physician concerning the illness or disability of an employee and to require the employee to be examined, at the County's expense, by a physician selected by the County to determine the nature and extent of the illness or disability.
- j) The County and the Union agree to abide by provisions and regulations of the Federal Family and Medical Leave Act (FMLA). The County reserves the right to require an employee to substitute accrued paid leave during an FMLA absence, prior to an employee being in an unpaid leave status. Workers' Compensation, 207-C, and Disability Leaves of absence that are also FMLA qualifying will be concurrently designated as FMLA leave.

Maximum Length of Continuous Service	Disability Leave (days)	Personal Leave (days)	Total Maximum Hours
Up to 1 year		6	48
At least 1 year	15	6	168
2 years	35	6	328
3 years	55	6	488
4 years	75	6	648
5 years	95	6	808
6 years	115	6	968

9. **Sick Leave** - Effective upon ratification (insert date of ratification), 13.8 above shall no longer be applicable, and the following shall apply:

- a) Each employee with seven (7) or more years of service who is currently eligible for Disability Leave under the Agreement, shall receive a one (1) time lump sum sick leave credit based on his/her years of service, not to exceed two hundred and twenty-five (225) days (1800 hours), as follows:

Employee's years of service x ninety-six (96) hours = Total accrued sick leave credits

Example: Ten (10) years x ninety-six (96) hours = nine hundred ninety-six (960) hours

Each employee with less than seven (7) years of service who is currently eligible for Disability Leave under the Agreement, shall receive a one (1) time lump sum sick leave credit based on years of service, not to exceed six hundred (600) hours, as follows:

Employee's years of service x ninety-six (96) hours + forty-eight [48] hours = Total accrued sick leave credits

Example: Five (5) years of service x ninety-six (96) hours = four hundred eighty (480) hours

Four hundred eighty (480) hours + forty-eight (48) hours = five hundred twenty-eight (528) hours

- b) Each employee shall be permitted to accumulate up to a maximum of two hundred and twenty-five (225) days (1,800 hours) of sick leave, which shall include the above sick leave crediting. Upon retirement, the unused sick leave accumulation may only be used to pay for health insurance in retirement, for up to fifteen (15) years (180 months) from the date of retirement, referred to as the "Retirement Fund Account", not paid for by the Employer. There is no cash payment for sick leave upon separation or retirement from service. If the retiree's "Retirement Fund Account" has a balance when the retiree reaches fifteen (15) years (180 months) of health insurance coverage, that balance reverts to the Employer.

EXAMPLE: If employee retires with two hundred and twenty-five (225) days (1,800 hours) of sick leave, the two hundred twenty-five (225) days will be multiplied by eight (8) hours, equaling eighteen hundred (1800) hours of unused accrued sick leave, and The employee's hourly rate is forty dollars (\$40.00), that employee then converts his/her eighteen hundred (1800) hours to pay for his/her portion of each month's health insurance premium upon retirement, for up to fifteen (15) years 180 months of coverage, from the date of retirement as illustrated:

1800 hours x \$40.00/hr. = \$72,000.00, which is the dollar amount to be applied towards the retirees monthly contribution towards the health insurance premium from his/her "Retirement Fund Account".

Employees must provide notice at least six (6) months prior to the date of their retirement, unless exigent circumstances occur that prevent the employee from giving timely notice, to be entitled to convert accrued unused sick leave to a cash value to pay for retiree health insurance not paid for by the Employer.

- c) The one (1) time lump sum and accumulated sick leave may be applied toward time off due to personal illness, personal injury, other personal medical disability, and personal medical appointments. The sick leave shall be reduced by the time absent. Sick leave shall accumulate at a rate of eight (8) hours each month, and credited in the first (1st) pay period of the following month. Sick leave may be used in one-quarter (1/4) hour increments.
- d) An employee shall be credited with eight (8) hours of sick leave in the month of hire, if the employee starts on or before the fifteenth (15th) day of the month. Employees who start after the fifteenth (15th) day of a month, shall not be credited with eight (8) hours of sick leave for that month.
- e) An employee who is employed for a full calendar year, and who does not use any sick leave during that calendar year, January 1st through December 31st, shall be credited with an additional eight (8) hours of sick leave in the first (1st) pay period of January of the following year.
- f) In the event of an employee's death prior to retirement, **sick time credit** may be used to pay for the surviving spouse's (and/or children's) **COBRA** (if elected). Any remaining **HRA funds** shall transfer to the spouse (or child, if no spouse) to use for qualified medical expenses until exhausted. Any unused sick time shall revert to the county.

In the event of a retiree's death prior to the exhaustion of his/her RFA (which includes HRA) funds, the **sick time credit** remaining in the RFA may be used to pay for the surviving spouse's (and/or children's) **Retiree Health Insurance** (if elected). Any remaining **HRA funds** shall transfer to the surviving spouse (or child if no spouse) to use for qualified medical expenses until exhausted. Any unused sick time shall revert to the county.

- g) An employee is required to call in to the Sheriff or his/her designee, within one (1) hour of the start of their regularly scheduled tour of duty when utilizing sick leave, if no prior notification has been given.
- h) When sick leave is used for more than three (3) continuous workdays, the employee shall obtain a statement from his/her medical provider certifying that he/she is under a physician's care, for the period of sick leave.

The Employer shall have the right, at its discretion, to verify the statement of the attending physician concerning the illness or disability of the employee, and to require him/her to be

examined at the Employer's expense, by a physician selected by the Employer to determine the nature and extent of the illness or disability.

As a result of the Employer's physician's statement(s) and examination(s), the Employer may approve or deny an employee's sick leave use, and establish limits and conditions for any further approved sick leave connected with the same illness or disability.

- i) An employee shall forfeit being paid for a holiday, vacation day, or personal leave day if absent from work on sick or family sick leave on the scheduled workday immediately preceding or following a holiday, vacation day, or personal leave day, unless the absence is verified by a medical provider's certification, if required by the Sheriff or his/her designee.
- j) Any false representation made in connection with a claim for sick leave use shall be determined as just cause for discipline.
- k) Approved Family Medical Leave (FMLA) is excluded from **h**) above.
- l) **Family Sick Leave:** An employee shall be allowed to use a maximum of forty (40) hours (5 work days), or accumulated sick leave each calendar year for absence from work necessitated by illness of his/her parent, including stepparents and foster parents, spouse/domestic partner, child, including stepchild and foster child, sibling, including step sibling, grandparent, grandchild, parent-in-law, or other person who is a member of the household. The Sheriff or his/her designee, may request written documentation from the employee to verify residency of other household members.

Each employee may use family sick leave up to an additional thirty (30) work days for a family event which is FMLA qualified. The additional sick leave can't be used for an intermittent FMLA leave.

- m) The County and the Union agree to abide by provisions and regulations of the Federal Family and Medical Leave Act (FMLA). The County reserves the right to require an employee to substitute accrued paid leave during an FMLA absence, prior to an employee being in an unpaid leave status. Workers' Compensation, 207-C, and Sick Leaves of absence that are also FMLA qualifying will be concurrently designated as FMLA leave. Workers' Compensation, 207-C, and Sick Leaves of absence that are also FMLA qualifying will be concurrently designated as FMLA leave. Prior to returning to work from any medical leave of absence (occupational and non-occupational), an employee is required to submit a physician's statement of release to return to work, containing sufficient details regarding the employee's fitness to return to work, and listing any restrictions or limitations. Such documentation will be reviewed by the County's Plan Administrator or Department of Human Resources designee as appropriate, to ensure the ability of an employee to safely return to work.

The County shall have the right at its discretion to verify the report of the attending physician concerning the illness or disability of an employee and to require the employee to be examined, at the County's expense, by a physician selected by the County to determine the nature and extent of the illness or disability.

Attachment D

EXHIBIT “G” - Drug and Alcohol Testing Policy and Procedure

PURPOSE

The purpose of the Drug and Alcohol Testing Policy and Procedure is to ensure:

- (A) A work environment where not only the citizens of the County, but also the Sheriff’s Office personnel, are free from the risk of personnel who may be using controlled substances;
- (B) The capability of all Sheriff’s Office personnel to perform their assigned duties at all times without being under the influence of drugs and alcohol;
- (C) That employees of the Sheriff’s Office share in the responsibility and understanding that when employees, who may be using controlled substances and/or alcohol at any time, they are a detriment to themselves, other employees and to the persons they are sworn to protect. It is the obligation of all employees to insure the safety of all concerned by reporting such conduct;
- (D) The understanding of the Sheriff’s Office employees of the availability of the Employee Assistance Program in which, under confidentiality, they may request assistance and/or rehabilitation for drug use; and/or alcohol use.
- (E) That Sheriff’s Office personnel are cognizant of the ramifications of the use of alcohol and/or controlled substances at any time.

DEFINITIONS

1. **COVERED EMPLOYEES:** All correction officers, correction sergeants, and cooks of the Sheriff’s Office.
2. **MEDICAL REVIEW OFFICER (MRO):** A licensed physician who is a medical doctor or doctor of osteopathy, who is responsible for receiving laboratory results generated by the Employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an employee's confirmed positive test result, together with their medical history and any other biomedical information.
3. **SUBSTANCE ABUSE PROFESSIONAL (SAP):** A licensed physician who is a medical doctor, doctor of osteopathy, or a licensed and certified psychologist, social worker, employee assistance professional, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission, with knowledge of and clinical experience in the diagnosis and treatment of controlled substances-related disorders.
4. **DESIGNATED EMPLOYER REPRESENTATIVE (DER):** An employee or individual(s) identified by the Employer as able to receive communications and test results directly from a MRO, screening test technicians, collectors, or SAP, and who is

authorized to take immediate action to remove an employee from a safety-sensitive duty, and to make required decisions in the testing and evaluation processes.

5. **ADULTERATED SPECIMEN:** A urine specimen into which the employee has introduced a foreign substance.
6. **DILUTED SPECIMEN:** A urine specimen whose creatinine and specific gravity values are diminished by the employee through the introduction of fluid, usually water, into the specimen either directly or through excessive consumption of fluids.
7. **SUBSTITUTED SPECIMEN:** A specimen that has been submitted by the employee in place of his/her own urine.
8. **SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES (SAMHS).**
9. **DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS).**
10. **EMPLOYEE ASSISTANCE PROGRAM (EAP).**

(A) An employee shall have availability to the EAP to seek assistance and/or rehabilitation in coping with problems of drug dependency and/or alcohol abuse.

(B) An employee seeking assistance shall notify either the coordinator of the EAP or contact the designated EAP agency. Contacts to these programs are under strict confidentiality.

(C) An employee may also be referred by another employee of the Sheriff's Office. Any such referral shall maintain confidentiality for the affected employee.

(D) The entry and participation into such treatment and rehabilitation must occur prior to the employee's selection for random drug and/or alcohol testing, or selection for reasonable suspicion, or post-accident testing.

11. PROHIBITIONS

Controlled Substance Prohibitions

Employees shall not:

- Report for work or remain at work when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect his/her ability to perform their job duties;
- Refuse to submit to any testing as set forth herein;
- Adulterate, substitute or dilute any required specimen.

12. TESTING - Pre-Employment/Pre-Placement

Shall be conducted before applicants are hired. All offers of employment are conditional pending passing the drug screening.

Random

Shall be conducted on a random unannounced basis. The tests shall be spread throughout the calendar year. Random selection could result in an employee being selected for testing more than once in a calendar year.

Reasonable Suspicion

Shall be conducted when an employee's behavior or appearance is observed that is characteristic of the influence of controlled substances. The Sheriff's Office will require that two (2) trained supervisors or Sheriff's Office officials verify and document the behavior. Employees who are suspected to be under the influence of a controlled substance(s), will be driven to the testing center and supervised by a supervisor throughout the testing process. Upon completion of the testing, the employee will be transported home until the results are received by the DER.

Post-Accident

A post-accident test shall be required of any employee after a vehicular accident in which a fatality has occurred, or where injury to a person requires transport to a medical treatment facility. The testing will include both breath and urine drug testing of the employee(s). A Preliminary Breath Test (PBT) administered by a trained employee of the Sheriff's Office is an acceptable method for a breath test as it pertains only to this Policy.

A post-accident test shall be required and completed whenever possible within two (2) hours of the accident occurring, but no later than before eight (8) hours after the accident for a breath alcohol test, and no later than thirty-two (32) hours for a controlled substance test. An employee involved in an accident shall refrain from alcohol consumption for eight (8) hours following the accident. Should an employee require medical attention, then that shall take precedence over any testing herein. If the employee is unable to be tested as required herein, then documentation as to why the testing was not done shall be provided to the Sheriff or his/her designee.

The employee shall not be allowed to perform his/her job duties, and will be placed on paid administrative leave, or assigned to a non-corrections function.

Upon receipt of a negative test result, the employee shall return to work on his/her next scheduled tour of duty.

Call-In Testing

An employee shall not be subject to random drug testing for any portion of a tour of duty that they were not scheduled to work. That does not preclude the Employer from conducting a reasonable suspicion test, under the conditions stated in this Policy, if the need arises.

Return to Duty

An employee shall undergo a "Return to Duty" drug test with a verified negative result, after completion of any recommended treatment program or action., with the test result having to be negative prior to returning to duty.

Follow-Up Testing

Following a positive test and subsequent return to work, unannounced follow-up drug testing shall be required. A minimum of six (6) follow-up drug tests will be administered in the first twelve (12) months upon return to work. An employee may be subject to follow-up testing for up to sixty (60) months after return to work upon the recommendation made by the SAP.

13. TESTING PROTOCOL

Alcohol

In the event an alcohol test is to be administered under the terms of this Procedure, an initial screening test is conducted first (1st). This is a supervisor-administered test utilizing an alcohol sensor device. Any result that is less than 0.02 blood alcohol concentration is considered negative. If the blood alcohol concentration is 0.02 or greater, a second (2nd) confirmatory test must be conducted. Any employee who tests with a blood alcohol concentration of 0.02 or greater, shall be removed from service for at least twenty-four (24) hours.

Any employee who is found to have engaged in using alcohol while at work, shall be immediately removed. The employee shall not be permitted to resume work until he/she is (1) evaluated by a SAP, and (2) complies with the rehabilitation contract if such is required, and (3) has tested negative in a follow-up test.

Drug Testing

Drug testing shall be conducted by analyzing an employee's urine specimen. The analysis shall be performed at laboratories certified and monitored by SAMHSA and DHHS. The employee shall provide a urine specimen in a location that affords privacy; and the "collector" seals and labels that specimen, completes a custody and control form, (and prepares the specimen and accompanying paperwork for shipment to the drug testing laboratory in the presence of the employee. The specimen collection procedures and chain of custody shall ensure that the specimen's security, proper identification and integrity are not compromised. All drug testing will include split specimen procedures. Each urine specimen will be subdivided into two (2) bottles labeled as a "primary" and "split" specimen. Both bottles will be sent to the laboratory. If the analysis of the "primary" specimen confirms the presence of illegal or controlled substances, the employee has seventy-two (72) hours to request the "split" specimen be sent to another SAMHSA/DHHS certified laboratory for analysis from the drug testing lab, at no cost to the employee. The cutoff concentrations for drug tests will be in accordance with 49 CFR Part 40 Section 40.87.

14. TESTING PROCEDURES

Random And Reasonable Suspicion Drug Testing

Employees will be tested at the designated testing facility. After the completion of the test, the employee will be transported to and home after a reasonable suspicion test. An employee can drive themselves to and from a random drug test. The employee will ~~and~~ remain there until the test results are reviewed by the MRO. In the event of a positive test result, the employee shall meet with the SAP for his/her recommendation(s). Before returning to work, the employee must successfully complete the recommended course of treatment by the SAP. Upon successful

completion of the treatment, the employee shall submit to a "Return to Duty" test, in which a verified negative result is required.

Upon receipt of a negative test result, the employee shall return to work on his/her next regularly scheduled tour of duty, without suffering a loss of wages or benefits.

If the test result is positive, it shall be documented and included in the employee's medical personnel file and appropriately maintained in the medical file and kept separate from their personnel file, and not subject to FOIL requests, to the extent the law permits. If the test result is negative, it shall not be a part of the employee's personnel file, unless requested otherwise by the employee. Upon written request, a covered employee may obtain copies of any records pertaining to his/her tests of controlled substances.

Test Results

All records are considered confidential, and shall not be shared with other employees, or through FOIL requests, as these are medical records, to the extent the law permits. A test result and other confidential information shall only be released to the DERMRO, or the SAP who evaluates the extent of the problem. However, the covered employee is entitled, upon written request, to obtain copies of any records concerning his/her test records. If a covered employee initiates a grievance, hearing, lawsuit, or other action, the Sheriff's Office may release this information to the relevant parties.

15. CONSEQUENCES FOR REFUSAL OR A POSITIVE TEST RESULT

All employees and part-time employees, employees shall submit to drug/alcohol testing as set forth in this Policy.

The consequences for a refusal are therefore the same as if the person had submitted to testing, and had a positive test result.

The following actions may also constitute a refusal:

- Failure to show up for any test within a reasonable time after being directed to do so by the Employer.
- Refusal to sign the certification provided by the technicians.
- Failure or refusal to provide an adequate urine sample. If the employee is unable to provide an adequate urine sample, the Sheriff's Office shall direct the employee to obtain an evaluation from a licensed physician, acceptable to the Sheriff's Office, as soon as practical, to determine the employee's medical ability to provide an adequate urine sample. If the physician determines that a medical condition did, or could have prevented the employee from providing an adequate urine sample, the failure to provide the sample shall not constitute a refusal. However, if the physician is unable to make such a determination, the employee's failure to provide an adequate urine sample, shall constitute a refusal.
- Engaging in conduct that clearly obstructs the testing process, (e.g., adulteration or dilution of specimen).

- Claiming illness after being notified to be tested.

16. DRUG/ALCOHOL TEST CONSEQUENCE

A positive drug/alcohol test will result in the immediate suspension without pay for sixty (60) calendar days. The Employer may take additional disciplinary action depending upon the circumstances. A second (2nd) positive drug test at any time during an employee's employment with the Sheriff's Office, shall result in immediate and automatic termination.