

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into this 10th (60) of March 2020, by and between TOMPKINS COUNTY (COUNTY) and THE CIVIL SERVICE EMPLOYEES' ASSOCIATION Inc., LOCAL 855, AFSCME, AFL-CIO, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, TOMPKINS COUNTY BLUE COLLAR UNIT #8900-01 (CSEA).

WHEREAS, the COUNTY and CSEA are parties to a collective bargaining agreement (AGREEMENT) covering the period of January 1, 2018 to December 31, 2023 governing terms and conditions of employment for certain employees; and

WHEREAS, Article 19 Health Insurance, Section 2 b has language referring to the County wellness program; and

WHEREAS, Tompkins County desires to offer an additional benefit for the wellness program; and

WHEREAS, the COUNTY and CSEA have met and discussed the terms and conditions for the additional benefit for the wellness program.

NOW THEREFORE, the parties agree as follows:

1. Effective February __, 2020, if an employee misses one or more of the target ranges, they will have the opportunity to earn credit for the range(s) missed by engaging in free health coaching with Integrated Health 21 (IH 21) or other comparable provider.
2. Coaching takes place in an approximate thirty (30) minute phone sessions and can be scheduled when it is convenient for the individual, including evenings and weekends. The coaching period shall be concluded by 6/30/20.
3. New opportunities to earn credits are as follows:
 - If an employee doesn't meet 1-2 of the target ranges (aside from nicotine use) they will have the opportunity to complete two (2) health coaching sessions to earn credit for the missed range(s).
 - If an employee doesn't meet 3-4 of the target ranges (aside from nicotine use) they will have the opportunity to complete a twelve (12) week health coaching program to earn credit for the missed ranges.
 - 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.
 - It still stands that if an employee has a health condition that they feel makes them unable to meet a standard target range for an incentive category, they may apply for an

6/3/10/20

exemption through their physician, and this will be handled through IH 21 or other comparable provider.

The parameters for the testing period are expected to run from on or about 2/18/20-3/31/20, and the testing provider expects that results will be generated back to employees within a week of being tested.

The testing provider will compile and send HR the complete report of employees who participated and how many parameters they met, either initially, through coaching, or through a physician's exemption, by July 15th. HR will then submit the finalized list to payroll to process payment to employees in the way they choose.

4. Article 19 section b of the Agreement states: "Payment of cash incentives shall be paid to participating employees in the month following completion of health screening.". This shall be amended to state: "Payment of cash incentives shall be paid to participating employees no later than August 31st."
5. Article 19 section b of the Agreement shall be further amended to state: "Employees shall notify the Human Resources Department by June 30th of their option for receiving incentive payments. If an employee does not provide notification to Human Resources by this date, the default option will be a pre-tax deposit into the employee's Health Reimbursement Account (HRA)."
6. Article 19 section b of the Agreement shall be further amended to state: "To be eligible to receive the payment, the employee must be employed by Tompkins County and be covered under the CSEA Blue Collar Unit CBA at the time payment is processed."
7. This Memorandum of Agreement shall represent the full and complete agreement between the parties.
8. This additional benefit shall remain in effect as long as the coaching program is still being offered by IH 21 or another comparable provider.
9. The time periods relative to the months as stated in paragraph 2 and paragraph 3 shall also remain in effect as long as the coaching program is being offered by IH 21 or another comparable provider.
10. The parties hereby acknowledge that each has read this Memorandum of Agreement, that each party fully understands its contents, and that each party signed the same and made this Agreement voluntarily.
11. The parties agree that by mutual agreement this Memorandum of Agreement may be amended.

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2/10/20

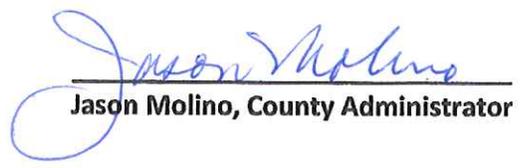
12. This agreement is non-precedent setting.

[signature page follows]


3/10/20

Date: 3/11/20

For the COUNTY:



Jason Molino, County Administrator

Date: 3.10.2020

For the CSEA:



Todd VanOrman, Unit President



Stephanie Engster, LRS