

AGREEMENT

by and between the

COUNTY OF TOMPKINS

and the

TOMPKINS COUNTY UNIT 8900-01

Of

**THE CIVIL SERVICE EMPLOYEES' ASSOCIATION,
INC. Local 855, AFSCME, AFL-CIO**

**AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES**

BLUE COLLAR UNIT

JANUARY 1, 2018 – DECEMBER 31, 2023

TABLE OF CONTENTS

ARTICLE #	Title	Pages
ARTICLE 1	INTRODUCTION.....	3
ARTICLE 2	RECOGNITION	3
ARTICLE 3	EMPLOYEE-DEFINITION.....	3
ARTICLE 4	COMPENSATION	4-7
ARTICLE 5	TRAVEL EXPENSE.....	8
ARTICLE 6	WORK WEEK.....	8
ARTICLE 7	TIME CARDS/TIME KEEPING.....	9
ARTICLE 8	CIVIL SERVICE EXAMINATIONS.....	9
ARTICLE 9	BENEFITS APPLICABILITY.....	9-10
ARTICLE 10	HOLIDAYS.....	11
ARTICLE 11	VACATION.....	12
ARTICLE 12	SICK LEAVE.....	14-15
ARTICLE 13	DISABILITY INSURANCE.....	16-17
ARTICLE 14	LEAVES OF ABSENCE.....	18-19
ARTICLE 15	BEREAVEMENT.....	19
ARTICLE 16	EMERGENCY CLOSING.....	20-21
ARTICLE 17	JURY DUTY.....	21
ARTICLE 18	RETIREMENT PLAN.....	21
ARTICLE 19	HEALTH INSURANCE.....	21-25
ARTICLE 20	DENTAL AND VISION PLANS.....	25
ARTICLE 21	REST PERIODS.....	26
ARTICLE 22	MEAL PERIODS.....	26
ARTICLE 23	RECIPROCAL RIGHTS.....	26-27
ARTICLE 24	PERSONNEL FILE.....	27
ARTICLE 25	MANAGEMENT RIGHTS.....	27
ARTICLE 26	PROMOTION	28
ARTICLE 27	TRANSFER	28
ARTICLE 28	VOLUNTARY DEMOTION.....	28
ARTICLE 29	TERMINATION	28
ARTICLE 30	LABOR MANAGEMENT MEETINGS.....	29
ARTICLE 31	STATE OCCUPATIONAL SAFETY & HEALTH ACT.....	29
ARTICLE 32	ORIENTATION.....	29
ARTICLE 33	SMOKING POLICY.....	29
ARTICLE 34	CLOTHING ALLOWANCE.....	29-30
ARTICLE 35	TOOL REIMBURSEMENT.....	30
ARTICLE 36	SETTLEMENT	30
ARTICLE 37	SAVINGS CLAUSE.....	30
ARTICLE 38	DISCHARGE OR DISCIPLINE.....	30-31
ARTICLE 39	GRIEVANCE PROCEDURE.....	31-33
ARTICLE 40	VOLUNTEER FIREFIGHTER/EMERGENCY RESPONSE PERSON.....	33
ARTICLE 41	REWARD AND RECOGNITION.....	33
ARTICLE 42	TAYLOR LAW (Sec. 204-a).....	33
ARTICLE 43	ADOPTION.....	33

SIGNATURE PAGE

EXHIBIT A	ALTERNATE DATES FOR CIVIL SERVICE EXAMS
EXHIBIT B	SALARY SCHEDULES – 2018-2023
EXHIBIT C	CLOTHING AND BOOT ALLOWANCE
EXHIBIT D	CONTRACT/TRAVEL TIME EXAMPLES

ARTICLE 1 - INTRODUCTION

This settlement, effective the first day of January 2018, shall remain in effect through December 31, 2023. Negotiations shall commence no later than June 30, 2023, for a subsequent agreement. The County of Tompkins shall hereinafter be referred to as the County, and the County recognizes the Civil Service Employees’ Association, Inc. Local 1000, AFSCME, AFL-CIO, Tompkins County Local 855, Tompkins County Blue Collar Unit 8900-01, shall hereinafter be referred to as the Union. The Public Employees Fair Employment Act of the State of New York, the other provisions of the Civil Service Laws, and local laws or resolutions now or hereinafter adopted by the County which are not inconsistent with said Act shall govern the terms of this agreement.

ARTICLE 2 - RECOGNITION

The County recognizes the Civil Service Employees’ Association, Inc. Local 1000, AFSCME, AFL-CIO, Tompkins County Local 855, Tompkins County Blue Collar Unit 8900-01, as the sole and exclusive representative for all employees designated in the Blue Collar Unit and excludes elected officials, Sheriff’s Department employees, White Collar Unit employees, managerial and confidential employees. (See Exhibit C for a list of Blue Collar Unit titles as of 1/1/2019)

The Union affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or to participate in such a strike, in accordance with Section 210 of the Public Employees Fair Employment Act.

Dues Deduction - The County shall accord the Union a deduction on its payroll for membership dues as authorized by the employees, in writing, to the Comptroller’s Office. No other uncognized employee organization shall be accorded any such payroll privilege. The fiscal officer making such dues deduction shall transmit these amounts to CSEA, Capitol Station, Box 7125, Albany, NY 12224.

If a change in the amount of dues to be deducted occurs, the Union shall notify the employer of such change within two pay periods from the date of notification, the County shall implement said amount change.

The CSEA shall indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or for reason of, action taken by the employer, in reliance upon payroll deduction authorization cards submitted by CSEA to the employer.

ARTICLE 3 - EMPLOYEE - DEFINITION

The following definitions are to be used only and solely for interpreting the provisions of this contract and do not relate to any other rule, policy, or law.

Full-time employee - All employees are to be considered full-time employees unless they come under one of the following definitions:

Part-time employees: Part-time employment means any employment or combination of employment in Tompkins County in which an individual works less than fifty percent of the time prescribed as a normal work week by the appropriate governing body or other appropriate authority of the civil division.

Temporary employees: A temporary appointment may be made under the following circumstance: When an employee is on a leave of absence from his/her position, a temporary appointment to such position may be made for a period not exceeding the authorized duration of such leave of absence as prescribed by statute or rule.

Seasonal employees: A seasonal employee is a person hired for less than 190 days and is to fill a position where the nature of the service is such that it is not continuous throughout the year but recurs in each successive year.

ARTICLE 4 - COMPENSATION

1. Compensation plans for each job title and labor grade are attached hereto as Appendix B.

2. Employee Wages for 2018-2023:

a) Effective January 1, 2018- increase base pay by 2.0%.

b) Effective January 1, 2019- align Blue Collar pay grades with White Collar pay grades

c) Effective January 1, 2020- increase base pay by 2%

d) Effective January 1, 2021- increase base pay by 2 ½ %

e) Effective January 1, 2022- increase base pay by 2 ¼ %

f) Effective January 1, 2023- increase base pay by 2%

g) All newly hired employees will receive the Hire Rate of pay for the labor grade of their job title, until completion of a nine (9) month training period, during which time said employee is actively working. Upon successful completion of the training period, an employee will move to the Working Rate for their job title.

h) Employees promoted and moving to a new labor grade will receive the Hire Rate for the new labor grade until the training period set forth above has been completed. If the Hire Rate of pay for the new position is less than the Work Rate of pay of the previous position held, the employee will receive the Work Rate of pay of the previous position held, plus an additional 2% during the training period.

i) The aforementioned nine (9) month “training” period is applicable only to the County’s compensation schedule, and shall not be confused with the employment probationary period which is governed by the County’s Local Civil Service Rules.

3. Longevity Payment

Each employee will receive a longevity payment according to the following schedule, in the first pay period of December of each year of the contract if they are actively employed as of that date. Payments for part-time employees will be pro-rated. If an employee retires or is laid off during the year, but prior to the first pay period in December, the longevity payment will be made upon retirement or lay-off if otherwise eligible. Employees who resign, retire, or are terminated prior to the payment date are not eligible for payment.

Longevity payments are not added to base salary for the purposes of computing salary increases in future years.

Upon completion of:	2018	2019	2020	2021	2022	2023
5 – 9 years		\$500	\$500	\$500	\$500	\$500
10 – 14 years	\$750	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
15 – 19 years	\$1,000	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250
20 – 24 years	\$1,250	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
25 years or over	\$1,500	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750

4. Shift Premium

The County will pay a (\$1.00)onedollar per hour shift premium. to all employees who are assigned to work and work a regularly scheduled full second or third shift and/or a regularly scheduled shift on Saturday and/or Sunday.

Definitions of Shifts

- (i) First Shift (day shift): Any shift with a start time that begins between the hours of 6:00 a.m and 11:59 a.m.
- (ii) Second Shift (evening shift): Any shift with a start time that begins between the hours of 12:00 noon and 4:59 p.m.
- (iii)Third Shift (night shift): Any shift with a start time that begins between the hours of 5:00 p.m. and 5:59 a.m.
- (iv)Weekend shifts (Saturday/Sunday): Any shift with a start time that begins between the hours of 6:00 a.m. Saturday morning through 5:59 a.m. Monday morning.

5. Compensation for Part-time employees

Compensation for part-time employees will be made on the basis of the hourly rate and grade for the position title.

6. Compensation for Rehired or Reinstated Employees

Any person rehired or reinstated within one (1) year from the date of resignation/separation from employment in the same job title will be rehired at the Work Rate of pay for the position, if the nine (9) month training period, was successfully completed prior to separation. If said period was not served in its entirety, the employee will be rehired/reinstated at the Hire Rate and serve the balance of the training period before moving to the Working Rate of the job title.

7. Overtime Compensation for FLSA Non-Exempt Employees

- a) All overtime must be prior approved by a department head or his/her designee. The County will pay overtime in accordance with the Fair Labor Standards Act as long as said act has legal force and effect over the County. Payment beyond the provisions of the Fair Labor Standards Act may be provided for in this contract. All paid hours will be counted when computing overtime.
- b) Except for emergency situations, no employee shall work overtime unless overtime is necessary, and said employee has obtained prior approval by the appropriate Department Head or their designee.
- c) For non-exempt employees, by default, per FLSA, time and a half will be paid for all hours worked over 40 in any workweek. A signed agreement may be made between the employee(s) and their department head or designee for the time worked over 40 hours to be accrued at time and one half compensatory time.
- d) For non-exempt employees working less than a 40-hour workweek, all hours worked over their scheduled hours and up to 40 hours will be earned as straight time compensatory time.

e) If the hours worked in the workweek exceed 40, by default, time and one half will be paid for all hours worked over 40 in any workweek. A signed agreement may be made between the employee and their department head or designee for the time worked over 40 hours to be accrued at time and one half compensatory time. Compensatory time off may be accumulated to a maximum of the equivalent of three (3) weeks of regularly scheduled workweek hours, with the exception of Emergency Services Dispatchers and Senior Emergency Services Dispatchers who can accrue compensatory time off to a maximum of the equivalent of four weeks of regularly scheduled workweek hours.

f) The employee is responsible to request and obtain approval to take accrued compensatory time off. An employee may suggest to their Department Head or their designee up to three (3) dates during which the employee would like to use their accrued compensatory time. The Department head will give consideration to the employee's suggested dates and show a good faith effort to grant said time off as requested by the employee. The sole and final responsibility for approval of compensatory time off remains the prerogative of the Department Head.

g) When it is impractical to grant compensatory time off within a reasonable period, the Department Head or their designee may recommend that the employee be paid for overtime work.

8. Call-In Time

a) Employees in the Divisions who are called in to work outside their regular shift will be guaranteed a minimum of four (4) hours pay, except that if any call-in hours duplicate those hours used for calculating overtime pay in accordance with the Fair Labor Standards Act they shall not be paid twice. The extension of the workday either before or after the employee's regular shift shall not constitute call-in time. Schedule changes, which occur at least one week in advance, do not constitute call-in. The hours subject to compensation shall begin upon the arrival to the work site.

b) Travel Time - Division employees called in on an emergency will be compensated, to a maximum of one-half hour, to travel to work. Call in does not apply to Article 16 - Emergency Closing.

Examples: If an employee's shift is 7:00 a.m. to 3:30 p.m. and they are asked to stay beyond the end of the shift without a break in hours worked, it is considered an extension of the shift. There is no travel time.

If an employee is called in and starts work at 5:00 a.m. and works until the beginning of his/her shift they will be paid for all hours worked (5:00 a.m. to 7:00 a.m.), it is considered an extension of the shift. Call-in of .5 of an hour would apply.

If an employee is called in at 5:00 a.m. and works until 5:30 a.m. due to the job being completed the employee will be paid for two hours (5:00 a.m. to 7:00 a.m.). There shall be no assignment of "make work" to complete the hours paid. Call-in of .5 of an hour would apply.

If an employee is called in more than four (4) hours in advance of the start of the shift he/she will be paid a minimum of four (4) hours. There shall be no assignment of "make work" to complete the hours paid. The employee shall be paid for travel time in addition to the four hours paid. Additional examples are attached as Exhibit E.

c) In the Highway Division, in order to provide coverage of and response to Highway related issues that may arise outside of standard work hours, the following is agreed upon:

- (i) Employees who hold the title of Senior Highway Crew Supervisor or Highway Crew Supervisor (herein referred to as "Supervisor") will be responsible to respond when and as needed.
- (ii) A monthly calendar, agreed to by the Supervisors and approved by the County Highway Director, will be maintained indicating which employee is assuming the on-call coverage.
- (iii) During certain times of the year, weather conditions or emergency situations could require more than one Supervisor to be on-call in order to cover the East and West sides of the County.
- (iv) If a Supervisor is called upon to respond to a situation, he/she will not receive 0.5 hour of travel time but will be compensated for all other time required to address the situation as either: compensation for the appropriate hourly rate of pay for the time actually worked, or accrue the hours worked as compensatory time.
- (v) If the situation requires that additional staff members be called upon to assist, the Supervisor will follow the call-in list maintained for the Caswell Road and Bostwick Road facilities respectively.
- (vi) The supervisor on-call will be provided with a Highway Division vehicle, communication equipment and/or any necessary tools to use while assuming on-call activities. Personal use of the vehicle will be allowed as specified in Tompkins County Administrative Policy 01-28 (Vehicles).
- (vii) Any related tax implications are the responsibility of the individual.

9. County Vehicles

- a) Personal use of County owned vehicles is expressly prohibited, except for authorized commuting and de minimus personal use. De minimus personal use may include stopping for lunch between business stops or stopping for a personal errand on an authorized commute. Any stop for lunch must be within three miles of the route between stops and any stop for a personal errand must be within three miles of the route reasonably taken for the authorized commute. In no event shall the transportation of unauthorized passengers be considered a de minimus use.
- b) A CDL Class A or B license is required to meet the minimum qualifications for certain positions within the bargaining unit. The County will provide the appropriate vehicle to test for licensing, including up to one-half (1/2) day for familiarization, to any full-time permanent bargaining unit employees who otherwise meet the minimum qualifications but who lack the appropriate Class A or B Commercial Driver's License.

10. Mileage

County employees authorized to use their personal vehicles in the absence of a County vehicle will be paid the prevailing Internal Revenue Service business travel rate for the use of such vehicles.

ARTICLE 5 - TRAVEL EXPENSE REIMBURSEMENT

1. No travel advance will be made to employees who travel on County business. Expenses must be covered by use of a County purchase order form, or use of a conference/meeting and travel/training expense voucher.

Travel expenses will be reimbursed only for travel authorized in advance. The maximum meal allowance reimbursement for out of County business shall be as follows:

Breakfast	\$6.00
Lunch	\$8.00
Dinner	\$16.00

Breakfast will be reimbursed only if the employee must leave home before 6:00 a.m. Lunch will be allowed only if the employee is out of the County and cannot return by 2:00 p.m., exclusive of stopping for lunch. Dinner will be allowed only if the employee is out of the County and can not return by 8:00 p.m., exclusive of stopping for dinner.

Employees on County business who are required to travel out of the County for an entire calendar day will be allowed a per diem rate up to the maximum of \$30.00 for meals on that day, no receipts will be required. Calendar day is defined in previous paragraph.

Exceptions to the maximum meal allowance reimbursements will be allowed for expenses incurred while on approved County business in or out of the County if:

- a) an employee is participating in an approved conference or training program and,
- b) meal costs are not included in any registration costs and,
- c) the meal is offered as part of the conference or training program and has a prearranged cost.

Reimbursements will be made for tolls and parking.

The above expenses will be reimbursed only when the appropriate receipts are submitted with the travel voucher. The current meal allowance shall apply when County employees are working during an official emergency, and no receipts will be required.

ARTICLE 6 - WORK WEEK

The basic workweek will be up to and including 40.0 hours as determined by the department head or their designee for all titles except Cleaner.

Employees hired in the title of Cleaner automatically accept the workweek assigned by the Department Head or their designee. The standard work week for employees in the title of Cleaner shall be 37.5 hours per week.

- a) Management and employees recognize the need to work overtime.
- b) Employees will demonstrate a good faith effort to work overtime.
- c) Management will make a good faith effort to accommodate the personal needs of the employees.

ARTICLE 7 - TIME CARDS/ TIME KEEPING

Each employee shall complete a time card daily and the employee shall sign it depending on the timekeeping medium used (paper or electronic), as well as any reports or documentation needed, in accordance with departmental practices, no later than the last day of the pay period.

ARTICLE 8 - CIVIL SERVICE EXAMINATIONS

1. If an applicant for a civil service examination wants to take the examination on an alternate date, he/she must submit the request in writing to the Tompkins County Personnel Office for approval. The request must include the reason for the alternate date and time for which the examination is requested to be scheduled. The Personnel Department will respond to the applicant in writing. (See Exhibit A for procedure/requirements involved in granting alternate dates.)
2. The County will comply with the present Civil Service Rules for Tompkins County as they pertain to employees' rights to inspect examination papers.
3. An employee scheduled to work on the day that he/she is to take a Tompkins County Civil Service examination, and who gives his/her department head or his/her designee five working days notice of the examination, shall have his/her work schedule changed to permit him/her to take the Tompkins County Civil Service examination as scheduled.

ARTICLE 9 - BENEFITS APPLICABILITY

1. Permanent and Provisional Employees

- a) All employees appointed on a permanent or provisional basis who are appointed to work a standard work week, shall receive sick time (including personal time), disability, vacation time, bereavement pay and holiday pay. They shall be eligible to sign up for health insurance and dental insurance.
- b) All employees appointed on a permanent or provisional basis who are appointed to work other than a standard work week, at 33% or more full time equivalent, shall accumulate sick, disability and vacation time pro-rated on the basis of percentage of hours paid from anniversary date multiplied by the total vacation or sick hours a full-time employee would earn. Use of personal time shall be pro-rated on the same basis. Employees shall be eligible to sign up for health insurance and dental insurance, the same as full-time employees, if they are working 50% and over the full-time equivalent.

They shall receive holiday pay and bereavement pay on the following basis:

- (i) Employees working five days per week shall receive bereavement or holiday pay based on the average daily hours worked in the last two full pay periods (four weeks). Employees working the full-time equivalent work week, but less than five days per week will receive a maximum of 7 or 8 hours (35 or 40 hour schedule) for each eligible bereavement day or holiday.
- (ii) Employees working less than five days per week shall receive bereavement and holiday pay for any hours normally scheduled for the bereavement day or holidays in accordance with (i) above. Employees' schedules may not be changed to either grant or deprive them of bereavement or holiday pay.
- c) The above subsection notwithstanding, all employees appointed on a permanent or provisional basis who are appointed to work less than 33% of the time on an annualized basis

(approximately 86 work days per year), shall not receive any of the following benefits: health insurance, dental insurance, sick time (including personal time), disability, vacation time, bereavement pay and holiday pay; persons working 33% to 49% of the full-time equivalent shall not be eligible to sign-up for health insurance or dental insurance, but shall receive other benefits on a prorated basis; persons working 50% and over of the full-time equivalent shall be eligible to sign-up for health insurance and dental insurance the same as full-time employees and will receive pro-rated benefits.

2. Temporary and Seasonal Employees

a) All employees originally hired on a temporary basis for longer than 120 calendar days shall be eligible for the same benefits as permanent and provisional employees. The following provisions do not apply to employees holding the title of “Seasonal Employee,” unless otherwise specified.

b) Employees originally hired for 120 calendar days or less shall not receive any of the following benefits: health insurance, dental insurance, sick time (including personal time), disability, bereavement pay and holiday pay.

c) Employees originally hired for 120 calendar days or less shall not receive any of the following benefits: health insurance, dental insurance, disability, personal time, bereavement pay, floating holiday and holiday pay. If an employee originally hired for fewer than 120 days is continuously employed for longer than 120 days, that employee shall be eligible to sign up for health insurance and dental insurance effective the first day of the month following the 121st day of employment. The employee will accumulate vacation, sick leave, and personal time effective the 121st day from the original date of hire. An employee shall be eligible for a “floating holiday” if the 121st day of employment occurs prior to the last day in the last full pay cycle of the year, if otherwise eligible.

d) If an employee originally hired for fewer than 120 days is continued in the same position in the same department for longer than 120 days, (or receives a permanent or provisional appointment in the same title in the same department), that employee shall be eligible to sign up for health insurance and dental insurance as of the first day of the month following the 121st day of employment, and will accumulate vacation, sick time (including personal time) from the original date of hire.

e) If an employee originally hired for fewer than 120 days receives a provisional or permanent appointment in any title in any division, that employee shall be eligible to sign up for health insurance and dental insurance as of the first day of the month following date of provisional or permanent appointment, and will accumulate vacation, sick time (including personal time) from the original date of hire.

f) All employees appointed to the title of “Seasonal Employee,” who are hired for 190 days or less shall not receive any of the following benefits: health insurance, dental insurance, sick time (including personal time), disability, or bereavement pay. They shall, however, receive holiday pay.

ARTICLE 10 – HOLIDAYS

1. The County will observe paid holidays for the duration of this agreement according to the following schedule:

HOLIDAY	2018	2019	2020	2021	2022	2023
New Years Day	January 1, 2018	January 1, 2019	January 1, 2020	January 1, 2021	December 31, 2022	January 2, 2023
Martin Luther King Jr. Day	January 15, 2018	January 21, 2019	January 20, 2020	January 18, 2021	January 17, 2022	January 16, 2023
Presidents' Day	February 19, 2018	February 18, 2019	February 17, 2020	February 15, 2021	February 21, 2022	February 20, 2023
Memorial Day	May 28, 2018	May 27, 2019	May 25, 2020	May 31, 2021	May 30, 2022	May 29, 2023
Independence Day	July 4, 2018	July 4, 2019	July 3, 2020	July 5, 2021	July 4, 2022	July 4, 2023
Labor Day	September 3, 2018	September 2, 2019	September 7, 2020	September 6, 2021	September 5, 2022	September 4, 2023
Indigenous People's Day/ Columbus Day	October 8, 2018	October 14, 2019	October 12, 2020	October 11, 2021	October 10, 2022	October 9, 2023
Veterans Day	November 12, 2018	November 11, 2019	November 11, 2020	November 11, 2021	November 11, 2022	November 10, 2023
Thanksgiving Day	November 22, 2018	November 28, 2019	November 26, 2020	November 25, 2021	November 24, 2022	November 23, 2023
Day after Thanksgiving	November 23, 2018	November 29, 2019	November 27, 2020	November 26, 2021	November 25, 2022	November 24, 2023
Christmas Day	December 25, 2018	December 25, 2019	December 25, 2020	December 24, 2021	December 26, 2022	December 25, 2023

2. Employees will be granted a Floating Holiday, which may be used in the same time increments as “Personal Time”. Use of Floating Holiday time must have prior approval of the Department Head or their designee, and must be requested and taken before the end of the last pay period cycle in the year.

- a) five (5), and this will reflect the number of Floating Holiday hours for which such employee is eligible.
- b) Employees scheduled to work on a holiday will be compensated at one-and-one-half times their regular rate of pay for all hours worked on the holiday.
- c) No terminal pay will be granted for the Floating Holiday, therefore, it must be used prior to the commencement of a resignation/retirement notice period.

3. An employee who “calls in” sick and is absent on both the work day before and the work day after a scheduled holiday may be asked by the Department Head or their designee to provide a doctor’s statement covering the illness. Payment for the holiday shall be made after the receipt of a doctor’s statement by the Human Resources Department.

4. Certain departments covered under this collective bargaining agreement may be open on designated holidays as necessary. If a scheduled holiday falls on the regularly scheduled day off of an employee who works the standard work week of the department, the employee will be granted an extra day off without loss of pay (see Article 9 on Benefits Applicability for rules governing holiday pay for employees who work other than a standard work week.)

5. Employees scheduled to work thirty-five (35) hours or more per week will receive the number of hours equivalent to one work day in a five (5) day work week schedule. During workweeks containing a holiday, the employee's workweek will be a five-day schedule regardless of any flex schedule approved on an annual basis.

ARTICLE 11 - VACATION

1. Effective January 1, 2019, employee vacation time shall become a front loaded “allotted benefit,” to be credited to employee vacation time balances in accordance with the table below.

- a) In 2018, vacation leave will continue to accrue according to the current accrual method.
- b) Employees that have served in a paid employment status for at least six (6) months, and are eligible for vacation leave, will receive their entire annual vacation leave allotment effective each January 1st thereafter.

Years completed from last hire date:			Maximum number of days granted per year
At least:	But less than:		
1 month	5 years	5/6	10
5 years	8 years	1 1/4	15
8 years	10 years	1 1/3	16
10 years	12 years	1 5/12	17
12 years	14 years	1 11/12	18
14 years	15 years	1 7/12	19
15 years	And up	1 2/3	20

2. Every eligible employee shall be able to take vacation leave after six (6) months of continuous paid employment with the County. Newly hired employees will receive a pro-rated number of vacation days, after six (6) months of employment, and the number of days received will be based on the employee's month of hire. As of January 1 of the following year, they will receive their entire annual allotment for the year along with all other eligible employees.

3. As a result of the transition to this new method of vacation leave allotment, effective January 1, 2020, all employees, including those who exceed the maximum vacation allotment limit as of January 1, 2020, will be given a 2-year time period, during which to reduce their accrued vacation leave balance so as not to forfeit any vacation leave within this period of time, and additionally, so the transition does not create a hardship on their Department. On a case by case basis, reasonable requests for additional time to utilize accrued vacation leave will be considered and will not be unduly denied.

4. If an employee has used more vacation leave at termination than would have been accrued based on a pro-rated calculation of time served during a calendar year, payment for those days will be deducted from the employee's last paycheck. If an employee has not used more vacation time at termination than would have been accrued based on this pro-ration, payment for those hours, not to exceed the contractual limits herein, will be added to the employees' last paycheck, if they are otherwise eligible to receive terminal payment for vacation leave.

5. An employee that separates from County employment and is later rehired will receive the vacation leave allotment based on all previous employment service with Tompkins County in accordance with the table herein. Annual leave allotment will be pro-rated based on date/month of rehire or return to active payroll status, and any periods of unpaid leave status shall not count as active employment for the purposes of such calculation.

6. Employees with accumulated vacation leave balance equal to three (3) years of vacation leave entitlement, will stop accumulating vacation leave.

7. The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

8. All vacation time must be requested in advance, and approved by the department head or their designee prior to the vacation absence. The department head will be responsible for scheduling vacation time. Vacation cannot be unduly denied to any employee by the department head in instances where vacation time will be lost due to maximum accrual and the employee has requested vacation time at least one month in advance of the day on which the employee's vacation is due to begin.

a) In the Highway Division, a maximum of four (4) employees may be granted vacation for the same week. Vacation shall be granted up to a maximum of two (2) weeks at a time.

b) In the Facilities Division, a maximum of three (3) employees per group (i.e., Maintenance and Cleaning), may be granted vacation for the same week with no more than two Cleaners per shift on vacation.

In each case above, the Supervisor shall give notification to the employee of the approval or disapproval of the vacation request within three (3) working days of the date of receipt of the request.

9. If a scheduled holiday falls within an employee's vacation period, employee will be granted an extra day of vacation without loss of pay.

10. Employees who become sick or injured while on vacation may charge such time to sick leave (if applicable), effective from the time the employee sees a doctor and the doctor certifies the employee is unable to work through the period of absence covered by the doctor's statement: OR disability leave if the illness/injury is deemed qualifying, in accordance with disability leave provisions related to waiting periods, and leave eligibility and entitlements. In either case, it is the responsibility of an employee to notify their Department Head of the change in circumstances, including the anticipated duration of absence, and to complete a Request for Medical Leave Form and submit it to the Department of Human Resources as soon as possible. Both situations will require the submission of a Physician's statement certifying that the absence is medically necessary.

11. Vacation anniversary dates shall not be adjusted for employees who take an unpaid leave of absence. A pro-rated amount of vacation time, based on all hours paid, shall be credited to an employee's vacation account as of employee's anniversary date. (See also ARTICLE 14 on Leaves of Absence).

12.

a) Any employee who resigns, or retires shall receive up to three year's earned vacation time if the employee gives at least ten (10) working days (2 week's) notice to the Commissioner of Human Resources and their Department Head. The employee must work at least ten (10) days following provision of such written notice of resignation or retirement. The 10 days of work need not be consecutive, however, any absences during this period must be approved by employee's department head. Earned but unused vacation leave does not apply to any specific period of time and cannot be used to extend the termination date. Terminal payment of vacation leave is subject to the terms and conditions described in section 4 above.

b) All earned vacation time, shall be paid on a pro-rated basis to an employee who is laid off or an employee's estate upon his/her death.

c) No pay for vacation time will be made if an employee voluntarily or involuntarily terminates employment with less than six months of service.

d) An employee discharged by the County is not eligible for vacation pay at the time of such discharge.

ARTICLE 12 - SICK LEAVE

Employees must report all absence or tardiness as early as possible by contacting the department head or his/her designee and giving the following information: name, reason for absence, and length of time expected to be absent.

Accumulation of Sick Leave Time

Each employee working the standard work week shall accumulate sick leave time at the rate of one day per month. (See Article 9 - Benefits Applicability for rule governing sick leave time for employees working other than the standard work week.) Updated accrual of sick leave time is not available for use until posted on the pay stub following the end of the pay period in which the update occurs.

a) The maximum amount of sick leave that may be accumulated by any employee is 180 days as of 1/1/08. Employees with an accumulated sick time balance of 180 days will not accumulate any more sick time until their balance drops below 180 days through their use of some of the sick time.

b) Employees on unpaid leave of absence shall not accumulate sick time during the leave (See Article 14- Unpaid Leave of Absence).

Use of Sick Time

Sick time may be used only for personal illness except as described in a) and b) below.

a) A maximum of five days of the twelve sick days per anniversary year may be used for personal business or family illness except after notice of termination has been filed. Prior approval by the department head or his/her designee is required for leave for personal business. Employees must report to the department head or his/her designee as soon as possible for leave for family illness. Personal days will not accumulate from year to year.

b) A maximum of two of the twelve sick days per anniversary year may be used to extend bereavement time when taken in conjunction with Bereavement - Article 15 of this contract.

Extended Use of Sick Leave

Employees absent from work for three (3) or more consecutive days due to personal illness or accident shall submit to the Department of Human Resources a doctor's statement covering the complete absence (form supplied by Tompkins County) before receiving their sick pay.

Workers' Compensation

Leave of absences resulting from work related illness or injury ("occupational") require the completion and submission of a County "Incident Report" Form AND a "Request for Medical Leave of Absence" 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. Failure to submit this form to the Human Resources Department within the prescribed timeframe may delay an employee's receipt of benefits, and may subject the County to liability including fines and penalties.

Employees, at the time of a work related injury, will be offered by the Department of Human Resources a choice of either option (i) or option (ii) listed below.

The employee collects weekly benefits from the compensation insurance carrier as prescribed by the Workers' Compensation Law. The employee would not draw sick leave even though he/she might be eligible; OR

The employee collects sick pay from the County for the period of unused sick leave and then, if necessary, transfers to Workers' Compensation benefits for the duration of the employee's inability to work. The Department of Human Resources would file with the Workers' Compensation board for reimbursement to the extent of the employee's Workers' Compensation award for the period covered by sick leave pay. The employee's sick time would be pro-rated by dividing the amount of reimbursement obtained by the employee's hourly salary at the time of incident (see example below) and would be reinstated, subject to reimbursement from the compensation insurance carrier.

Example: Hourly Salary \$6.00

Weekly Workers' Compensation Award \$300.00

Reinstate credit for sick hours (rounded to nearest tenth) based on Workers' Compensation reimbursement divided by hourly rate at time of incident. ($\$300.00/\6.00 per hour = 50 sick hours time reinstated).

ARTICLE 13 - DISABILITY INSURANCE

1. Employees must report all absences or tardiness, with as much notice prior to the start of their scheduled shift as possible (at a minimum, 1 hour prior to the start of scheduled shift, absent emergency circumstances), by contacting their immediate supervisor, department head, or designated representative, and must provide the following information: name, reason for absence, and length of time expected to be absent. Reason for absence does not need to include confidential medical information, however, upon request by the Human Resources Department or their designated representative, sufficient information must be disclosed to ascertain eligibility under the Family and Medical Leave Act (FMLA).

2. Family and Medical Leave Act leaves of absences will run concurrent with disability and workers' compensation leaves as applicable. If an employee absence is related to an existing designated FMLA leave, employee must indicate such when they call in for the notification of their absence.

3. In the event an employee is disabled due to an off-the-job injury or illness, the employee may apply for disability insurance coverage and/or other applicable leaves, as defined above, following practices of the Human Resources Department.

a) Employees must complete a County "Medical Leave of Absence" Form, and submit said form to the employee's Department Head (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. When an employee has advance knowledge of their need for such leave, up to thirty days' notice of the need for disability leave for personal illness/injury shall be provided.

b) The Human Resources Department, or Third Party Administrator (TPA) for the County, as appropriate, will communicate with the employee as to other forms and documentation required pertaining to the type of leave of absence for which they are eligible. Employees must provide required medical documentation or certification as required by the aforementioned entities in accordance with the laws applicable to the leave. Documentation from an employee's Medical Care Provider, substantiating the need for leave, must be submitted on the form designated for this purpose, and must include the nature of the illness/injury, expected length of absence, and other pertinent information as appropriate. Continued approval of disability insurance is contingent upon an employee complying with the instructions given by the County's HR Department or TPA.

c) In the event an employee incurs a work-related illness or injury which may be covered under workers compensation insurance and laws, said employee must complete a Tompkins County Incident Report and submit that form to their immediate supervisor and the Human Resources Department within 48 hours. If such claim is controverted by the County, the employee is still entitled to apply for disability benefits by supplying the leave request form indicated in a) above.

d) Disability Insurance Plan benefits are payable after a seven-day waiting period (five working days) upon submission of a completed Medical Leave of Absence form and acceptable Medical Certification form as described in a) and b) above.

The County reserves the right to require additional medical documentation in accordance with applicable laws and regulations governing the particular leave of absence.

e) When continuous medical leave exceeds three (3) days, the department head or his/her designee shall require as a condition of payment, a statement from the employee's physician certifying the nature of the injury or illness and probable period of absence, in accordance with the FMLA and other applicable laws. When continuous medical leave exceeds ten (10) days, the

Department Head may require a physical examination by a physician selected for and paid for by the employer, and continuing physical examinations at reasonable intervals while the injury or illness continues, at the discretion of the physician selected, for the purpose of ascertaining the continued medical necessity of the leave.

f) Disability benefits would be payable to a maximum weekly amount equal to any current maximum imposed by the N.Y.S. Disability Benefits Law, whether the plan is insured through a carrier or self-funded by the County, but in no instance may such payment exceed the employee's normal gross bi-weekly pay. All disability payments will be paid bi-weekly. Disability payments for less than the full standard workweek shall be pro-rated (daily rate multiplied by days absent). No partial day payments will be made.

g) Any employee who qualifies for such disability payments will, at employee's discretion, be able to supplement such payments through his/her sick hours balance, vacation hours balance, and/or compensatory hours balance, to be used at the employees discretion for such supplementation of disability payments, but in no instance may such payment exceed the employee's normal gross bi-weekly pay.

h) Disability payments would be payable to a maximum of twenty-six (26) weeks in any consecutive fifty-two week period; such 52 week period is deemed to begin as of the first use of disability time.

i) No employee may use any combination of sick time and/or disability benefits exceeding twenty-six (26) weeks in any consecutive fifty-two (52) week period, without the express consent of the County upon submission of the appropriate medical evidence and, at the County's discretion, an examination by an independent physician to document the employee's continued disability.

j) The County reserves the right to file for ordinary or accidental disability retirement on behalf of a disabled employee if it appears such an employee is entitled to such benefit and the employee will be disabled and unable to resume work by the end of the twenty-six (26) week period.

k) In the event that the employee's physician and/or the County appointed physician should find that the employee is able to perform light duties, at the full discretion of the Department Head and Commissioner of Human Resources, if such a light duty assignment is available, and/or if the documented restrictions and/or limitations can be accommodated by the Department, the employee may be allowed to work in said light duty assignment for a period not to exceed ninety (90) days, or until such time that the employee is able to perform his/her regular duties, whichever is sooner. Each situation is evaluated on a case by case basis. –Acceptance by the employee of other employment outside of Tompkins County employment, shall constitute a waiver of employee's other rights under this provision.

l) The County shall have the right at its discretion to verify the report of an employee's physician concerning his/her illness or disability, and may also require the employee to be examined, at the County's expense, by another physician selected by the County to determine the nature and extent of the illness or disability. As a result of such physician's statements and examinations, the County may approve or deny an employee's request for disability leave, and establish limits and conditions for any further approval of disability leave connected with the same illness or disability.

m) Any employee appointed to work less than 33 percent of the time on an annualized basis (86 work days per year) shall not receive disability insurance.

ARTICLE 14 - LEAVES OF ABSENCE

1. Paid and Unpaid Leaves of Absence

a) Occasionally an employee will need to take time off for personal reasons and will have used up all available fringe time (Compensatory Time, Personal Leave, Sick Time, and Vacation). Department Heads are authorized to grant employees in their department up to the equivalent of one full workweek as time off without pay.

b) An unpaid leave of absence is defined as all absent time in excess of five consecutive working days not paid for by the County. Time off without pay exceeding one full workweek may not be taken without requesting an official leave of absence in writing, and must be approved in advance of the leave by the Department Head and Commissioner of Human Resources, (in accordance with Administrative Policy 03-16 or such policy as amended in the future).

c) Vacation and sick anniversary dates shall not be adjusted for employees who take an unpaid leave of absence, and vacation and sick time credit will not accumulate during the unpaid leave of absence.

An employee on unpaid leave of absence may not claim any bereavement pay or holiday pay.

d) Tompkins County recognizes the Family and Medical Leave Act of 1993 (FMLA), as amended, as a minimum standard. This federal law provides eligible employees with up to twelve (12) weeks of unpaid leave for specific qualifying circumstances.

i) The County shall provide the same benefits under FMLA for a domestic partner or same sex spouse of an eligible employee, for qualifying conditions.

ii) Employees absent on leave for more than three (3) days for a circumstance which is qualifying under the FMLA are obligated to notify the County's Department of Human Resources of such a qualifying absence, so that the County can comply with the notification and other requirements of the FMLA, as required by law, and said employee must in turn comply with all requests for documentation and information.

iii) Leaves of absence under the FMLA will run concurrent with any other medical leaves of absence (both occupational and non-occupational), and as allowed under the FMLA, employees are required to utilize their accrued paid fringes, prior to going into an unpaid leave status.

e) An employee who takes a leave of absence for medical reasons must utilize all accrued paid fringe leave time (vacation, sick, and compensatory time), until exhausted, before going into an unpaid leave status. Not all medical absences will meet the criteria for designation under the FMLA. An employee who takes an unpaid leave of absence for non-medical reasons must utilize all accrued paid fringe leave time (vacation, personal and compensatory time), but not sick leave or disability leave, until exhausted, before going into an unpaid leave status.

f) Health insurance coverage shall be continued for the duration of a medical leave of absence, whether the employee is on a paid or unpaid medical leave. For medical leaves of absence the employee shall only be required to pay the employee share of the health insurance premium for the period during which the employee is in a paid leave status, or the absence is designated as qualifying under the FMLA, and/or medical certification is provided substantiating the medical necessity of the leave, as applicable.

g) If the leave is other than a medical leave of absence or leave that qualifies under the FMLA, and an employee is in an unpaid leave status, the employee may continue health insurance coverage by paying the total premium due to the County on a regularly scheduled basis. If the employee does not continue paying premiums as required to maintain health insurance coverage, such coverage may be terminated, and the employee will be notified of their rights under COBRA legislation, and will then have the opportunity to re-enroll in a County health insurance plan upon their return to work, if applicable.

h) An employee who is reinstated from an unpaid leave of absence will return to the same point on the current salary schedule in effect when the leave commenced. For employees absent during their first year of employment, any period of unpaid leave in excess of thirty (30) days, will not be counted toward the training period in determining the movement to Working Rate.

2. Parenting Leave

a) A parenting leave may be granted to a permanent employee at the time of birth or adoption of a child, in accordance with the provisions of this contract, at the employee's written request, up to a maximum of six months, subject to renewal for another six months for reasons considered satisfactory to the County. An eligible employee's FMLA leave entitlement will run concurrent with such parenting leave.

b) A provisional employee with one year of continuous service who has requested parenting leave from a County position where the exam for that position has not been available since the employee's appointment, or where the exam has been given but the eligible list has not yet been established, will be granted the right to be rehired into the same title, in the same department, provided the position is still in existence, and provided that no appointment has been made from an eligible list. If eligible, any FMLA leave entitlement will run concurrent with such parenting leave.

c) By law, an unpaid leave of absence may be granted only to permanent employees. The agreement in b) above to rehire a provisional employee under certain specified conditions merely provides a benefit to such employees who by law may not otherwise be eligible to be granted an unpaid leave of absence.

3. Educational Leave

Employees may be granted an educational leave of absence without pay in accordance with Rule XIX of the Tompkins County Civil Service Rules.

ARTICLE 15 – BEREAVEMENT

1. In the event of the death of an employee's immediate family member: spouse/domestic partner; parent (including stepparents, parents of domestic partner, and mother/father-in-law); child (including stepchild, foster child, and children of domestic partner); sibling (including step-siblings and brother/sister-in-law), grandparent, grandchild, or any relative that is an actual member of employee's household (written documentation may be requested to verify residency of other household members); upon request, and proper notification of the need for such leave, the employee shall be excused from work, if the employee was scheduled to work, with pay at the employee's request, for up to four (4) days.

The parties agree to allow the use of up to four (4) days within the thirty (30) day period following the employee's receipt of notification of a qualifying death. Bereavement days need not be used consecutively, but must be used within the aforementioned time period. If leave is not used consecutively, immediately following notification, an employee must inform their supervisor in advance of the dates such leave is desired, to the extent possible, however, such requests for leave will not be unduly denied. One (1) of the four days may be used at a later date, outside of the aforementioned 30-day period, for interment. Where special circumstances exist which prohibits use within the 30-day period, a request may be made to the County Commissioner of Human Resources and the Department Head for other accommodations, and they shall have sole authority to grant an exception, and the decision shall not be precedent setting, nor subject to the grievance and arbitration procedure.

2. An employee covered under this agreement may request the use of accrued paid leave to attend funeral/memorial or similar services for relatives or others not included above. Such leave will be granted at the discretion of the Department Head or designee. The Department Head may deny leave if the minimum staffing of the department is not met.
3. Compensation shall be at the employee's regular hourly rate, exclusive of any shift differential, and shall not exceed the standard hours for that department. The maximum daily rate for Bereavement will be the hourly salary for the position times the number of hours per day in the standard five (5) day workweek of the employee.
4. An employee may be required to submit a notice of death or other evidence attesting to the validity of any bereavement absence in accordance with the County's customary bereavement process. A statement covering the absence (form provided by the Human Resources Department) must be signed and returned to the Personnel Department within two days of returning to work, so that compensation is not delayed.
5. Effective April 7, 2015, bereavement leave shall constitute "hours worked" in the calculation of overtime within the week.

ARTICLE 16: EMERGENCY CLOSING

The County can only be closed by the County Administrator in case of an emergency. Certain County Departments will remain open as necessary. When the County Administrator closes the County prior to the beginning of the workday, essential personnel will be designated by the Department Head or their designee based on the nature of the emergency. The Department Head or designee is responsible to contact the designated essential personnel to inform them to report to work. When the County Administrator initiates an emergency closing of any County operations, Blue Collar employees will be paid as follows:

An employee who reports to work at their scheduled time on a day when the County is open for business, but later closes due to an emergency closing situation, and such employee remains at work until the time it is announced that the County operations will close, the employee will be compensated for their regularly scheduled work hours (7.0/7.5 or 8.0).

- a) An employee who reports to work at their scheduled time on a day when the County is open for business, but later closes due to an emergency closing situation, and such employee decides to leave work prior to the official closing time, the employee will be compensated for the hours they actually worked, and must charge a fringe benefit for the period of time between when they left and the time the County announced as the close of operations, not to exceed the total of their regularly scheduled hours for the day. If they have no accrued fringe leave, they would not be paid for that time.

- b) An employee who, prior to the day of closing, schedules sick, personal, vacation, holiday or compensatory time, will charge the leave benefit that they had scheduled for that full day.
- c) Those employees who for any reason do not report to work on a day when the County is later closed due to an emergency situation, must charge a fringe benefit for the period of their regularly scheduled start time until the official time the County operations close, and will be eligible for “Emergency Closing Pay” (or term so designated by the Payroll Department), for the remainder of their shift after the closure, but not to exceed their total regular hours for the day.
- d) Employees that are officially designated as “Essential” personnel, and are called in to report to work during an emergency closing situation will be compensated by either time off or payment at the rate of one and one half times for the hours worked.
- e) If the County is closed during the work day the designated essential personnel will be compensated by either time off or payment at the rate of one and one half times for all hours worked after the official closing.
- f) Designated emergency personnel will be paid for meals per Article 5.

ARTICLE 17 - JURY DUTY

Those employees who are scheduled for jury duty during their normal working hours will suffer no loss of pay. For any portion of the employee’s normal working day not spent on jury duty, the employee will be expected to perform his/her regular County work. An employee with a regularly scheduled day shift is not required to report to work prior to jury duty. An employee with a regularly scheduled second or third shift assignment shall have his/her shift changed to day shift for the duration of the jury duty.

ARTICLE 18 - RETIREMENT PLAN

1. The New Career Plan (Section 75-i) of the New York State and Local Employees’ Retirement System will remain in effect for Tier 1 and 2 members (those who became members of the Retirement System on or before July 26, 1976), adopted by the Board of Representatives on January 16, 1990, with the pension benefits under those Tiers.:

All employees hired subsequent to July 26, 1976 shall be eligible for participation in the New York State Retirement System Plan (Tier) in effect upon their date of hire.

2. Death benefits will be paid in accordance with the provisions of the New York State Retirement and Social Security Law.

ARTICLE 19 – HEALTH INSURANCE

1. Eligible employees shall be covered under the Greater Tompkins County Municipal Health Insurance Consortium in the plan(s) that have been designated as being offered to Tompkins County employees, with exceptions noted below.

2. The County will pay 80% of the Health Insurance Premium for either “individual” or “family” coverage for eligible participating employees. Participating employees will pay the remaining 20% of the Health Insurance Premium.

- a) Effective January 1, 2020 all participating employees eligible for County sponsored health insurance shall enroll in the Excellus Blue PPO Platinum 90 Plan. All other plans will no longer be offered to employees in this bargaining unit. Employees may not elect to change to another health plan.

b) All County health plan participants, and their spouse/domestic partner, shall have the option to voluntarily participate in the County's wellness program to earn financial incentives for meeting wellness targets. The wellness program targets are established within the County's wellness program and outlined in their personal health report. In the months of January or February (or otherwise provided by the health plan provider) of every year following January 1, 2020, each participant shall have an opportunity to participate in the wellness program. The County shall arrange for a provider to administer the health screening assessments and shall notify eligible members of the dates and times available for screening. It shall be the member's responsibility to schedule a screening date and time for themselves and/or their spouses/partners.

Effective January 1, 2020 all participants shall receive the following cash incentives for achieving wellness targets based on their annual wellness program results:

Family plan cash incentive:

Blood Pressure -	\$350 for employee and \$350 for spouse/domestic partner
LDL Cholesterol -	\$350 for employee and \$350 for spouse/domestic partner
Triglyceride -	\$350 for employee and \$350 for spouse/domestic partner
Glucose -	\$350 for employee and \$350 for spouse/domestic partner
No Nicotine Use -	\$350 for employee and \$350 for spouse/domestic partner

NOTE: If an employee has a family plan with no spouse/domestic partner on the plan, the cash incentive shall be \$700 for each category.

Individual plan cash incentive:

Blood Pressure -	\$300 for employee
LDL Cholesterol -	\$300 for employee
Triglyceride -	\$300 for employee
Glucose -	\$300 for employee
No Nicotine Use -	\$300 for employee

Maximum incentive that can be earned for a family plan is \$3,500 and maximum incentive that can be earned for a individual plan is \$1,500. Payment of cash incentives shall be paid to participating employees in the month following completion of health screening.

Employees shall have the following options for receiving payment for participating in the wellness program as described above:

1. Lump sum payment by check, subject to applicable payroll tax deductions (FICA); or
2. Pre-tax deposit into 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 employee's Health Reimbursement Account (HRA), the amount of which will accumulate, and may be used until exhausted. (Additional guidelines related to HRA's can be found under section 5 below).

There will be reasonable alternative standards for individuals for whom it may be unreasonably difficult to participate in the wellness program, due to medical condition, or it is medically inadvisable to try to participate. A representative from the wellness program provider will confidentially review such members requests based on individual circumstances, and determine alternative standard processes.

1. Employees hired on or after 4/7/2015 shall be eligible to enroll only in the Excellus Blue PPO Platinum 90 Plan with the same premium cost sharing described above. Such employees may not elect to change to another health insurance plan during their tenure of employment, including during annual benefit open enrollment or due to a qualifying event.

a) Effective January 1, 2020 all employees shall only be able to enroll in Excellus Blue PPO Platinum 90 Plan. Any employee who has been enrolled in another plan offered by the County shall automatically be enrolled in Excellus Blue PPO Platinum 90 Plan or may choose to waive participation in County sponsored health insurance as outlined in Section 4 of this Article.

2. Eligibility for health insurance coverage shall be the first day of the month following an employee's hire date. The exception shall be only in the event that an employee's date of hire is the 1st of the month, and such date is a bona fide work day (holidays are excluded), in which case 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 month during which employment terminates

3. 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 only during annual benefit open enrollment, or due to a qualifying event as defined by the health plan.

a) Payment in Lieu of Health Insurance: Effective January 1, 2020 an annual "buy out" stipend shall be available for those covered 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 stipend of \$1,500. "Buy-out" stipends will be paid to eligible employees during the month of January and said payments shall not be considered a part of base salary for any purposes. The stipend 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 "buy out" program who wishes to obtain or resume coverage under a County plan may do so during annual benefit open enrollment, or when otherwise eligible as the result of a qualifying event under health insurance rules and regulations. Employees who return to coverage under a County plan during the calendar year, after having received the annual stipend, shall be required to refund that portion of the stipend that represents the portion of the calendar year the employee will be covered under a County plan. Should an employee that has received a "buy out" stipend terminate their employment with the County, voluntarily or otherwise, said employee will be required to refund a pro-rated amount of the stipend, or it may be deducted from their final paycheck. In the event an employee is married to another employee of the County who is eligible for medical insurance, they will not be eligible for this "buy out" stipend, even if said employees are each enrolled in an individual health plan. The stipend shall be subject to taxes and other deductions required by law.

5. All employees who participate in health care plan provided by Tompkins County automatically pay health care premiums with before-tax dollars. If an employee prefers to contribute on an after-tax dollars basis, the employee must complete a Select Benefits form to elect that option at the time of initial enrollment, or during the annual benefit open enrollment period.

6. The County 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 said notification. A copy of the notification from the carrier will be provided to the Union.

7. Prescription drug co-pays are established with respect to a particular health plan.
8. The County agrees to offer Medical and Dependent Care Flexible Spending Account (FSA) Plans, 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.
9. Tompkins County provides eligible employees with a tax-exempt “Health Reimbursement Arrangement” (HRA), previously referred to as a VEBA account. Reform provisions of the Affordable Care Act, Department of Labor, and Internal Revenue Service regulations (including Code 105(9) and others), regulate the provisions of such a plan. The HRA associated with the Excellus Blue PPO Platinum 90 Plan is hereby referenced as, an “Integrated” HRA (which refers to an HRA associated with a specific health insurance plan). An HRA account provides for tax exempt funds to be set aside for the purpose of reimbursement for eligible out-of-pocket healthcare costs not covered by an insurance plan. Eligibility is dependent upon an employee being enrolled in a group health plan sponsored by Tompkins County; and further, effective January 1, 2017, dependents must be enrolled in the group plan in order for the plan to reimburse eligible expenditures they incur.
 - A. Employees hired prior to April 7, 2015:
 - 1) Effective January 1, 2018, the annual HRA deposit for eligible employees will be a fixed dollar amount equal to 5% of the 2017 health insurance premium rate for the PPO, Classic Blue or Platinum health plans respectively, and the amount will no longer increase annually. This provision shall be null and void effective January 1, 2020.
 - 2) An employee will become eligible for an annual HRA benefit on January 1st following five (5) years of continuous service, provide they are otherwise eligible. This provision shall be null and void effective January 1, 2020.
 - 3) HRA funds earned prior to January 1, 2020 for certain health plans will roll over from year to year if not exhausted during the plan year, and an employee will have a 90-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 funds will be forfeited. Separated employees (including retirees), or employees who decline participation in a County health insurance plan, with a remaining HRA balance greater than \$599.00 will be considered an “inactive” participant, and will no longer accrue funds, but may continue to draw upon the full accumulated value of their fund balance, for reimbursement of eligible healthcare expenses, until such funds are exhausted. Separated employees with balances below \$599.00 may receive payment for the balance of funds, at the discretion of the County, in accordance with IRS regulations and other applicable laws. HRA funds will not be “cashed out” at the time of separation from employment with Tompkins County unless the criteria above is met, subject to IRS regulations.
 - 4) Employees who are not enrolled in health insurance through Tompkins County are not eligible for an HRA benefit.
 - 5) Employees on an unpaid leave of absence whose health insurance is cancelled either by request or for nonpayment, will be eligible for an HRA benefit payment on January 1st following their return to work provided they are otherwise eligible. Additionally, employees that have voluntarily declined health insurance coverage, and later reinstate coverage during Annual Benefit Open Enrollment, will be eligible for an HRA benefit payment on January 1st provided they are otherwise eligible.

B. Employees hired after April 7, 2015:

1) Employees hired after April 7, 2015 who elect to enroll in the Excellus Blue PPO Platinum 90 Plan, the only health insurance plan for which they are eligible, will receive an “Integrated” HRA deposit in the amount of \$250 if enrolled in an individual plan, or \$500 if enrolled in a family plan, upon meeting the eligibility requirement of five years of continuous service, as stated above. Integrated HRA account funds are available for use only during a single plan year, until exhausted, and such funds are not cumulative. At the end of each plan year, unused Integrated HRA funds will be forfeited, however, each year that an eligible employee enrolls in this plan they will receive the full amount of the HRA deposit as described herein for use during the plan year. Upon separation from employment no Integrated HRA funds are available for use. This provision shall be null and void effective January 1, 2020.

C. Effective January 1, 2020 all employees, regardless of hire date, enrolled in the Excellus Blue PPO Platinum 90 Plan shall immediately be eligible for an Integrated HRA, in the amount of \$250 if enrolled in an individual plan, or \$500 if enrolled in a family plan, with no eligibility waiting period.

D. The funds for this HRA benefit will roll over from year to year if not exhausted during the plan year, and an employee will have a 90-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 funds will be forfeited. Separated employees (including retirees), or employees who decline participation in a County health insurance plan, with a remaining HRA balance greater than \$599.00 will be considered an “inactive” participant, and will no longer accrue funds, but may continue to draw upon the full accumulated value of their fund balance, for reimbursement of eligible healthcare expenses, until such funds are exhausted. Separated employees with balances below \$599.00 may receive payment for the balance of funds, at the discretion of the County, in accordance with IRS regulations and other applicable laws. HRA funds will not be “cashed out” at the time of separation from employment with Tompkins County unless the criteria above is met, subject to IRS regulations.

Employees and their qualified dependents are required to sign up for Medicare Part A as soon as eligible, and must sign up for Medicare Part B at the time of retirement, if eligible.

10. At the time of retirement, an employee that meets all eligibility requirements for retiree health insurance, if such a program is offered, may convert all accrued unused sick leave, as described in Article 12, into an escrow account to be used to pay monthly retiree health insurance premiums until such fund is exhausted. Employee must be enrolled in a County sponsored health insurance plan at the time of retirement and retire directly into the NYS Retirement System and draw a pension to be eligible. This provision is not a guarantee or promise of entitlement to retiree health insurance, availability of such is at the discretion of the County.

ARTICLE 20 - DENTAL AND VISION PLANS

1. For employees on County payroll as of 12/31/18, the CSEA Sunrise Dental Insurance Plan will be available to all eligible bargaining unit employees and their families, according to the terms and conditions of the policy, at 100% employer paid premium for the life of this contract.
2. Employees hired on or after 1/1/2019 will not be eligible for 100% employer paid Dental Insurance.
3. Tompkins County agrees to offer a vision insurance plan. This insurance shall be 100% employee paid through payroll deduction.

ARTICLE 21 - REST PERIODS

All employees will be allowed a twenty-minute rest period during each full shift they work. Rest periods may not be used to extend the lunch period or shorten the workday.

ARTICLE 22 - MEAL PERIODS

1. For each full shift the employee works, the employee shall be entitled to a meal period. Such meal period may not be used to shorten the workday. The department head or his/her designee is ultimately responsible for scheduling meal periods.

ARTICLE 23 - RECIPROCAL RIGHTS

1. The County and the CSEA will administer their obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of race, color, sex, religion, age, marital status, national origin, disability, ex-offender status, Vietnam Era Veteran status or sexual orientation.
2. The County will not interfere with, restrain, or coerce the employees because of membership or lawful activity in the Union.
3. The County recognizes the rights of the employees to designate a reasonable number of representatives of the Tompkins County Unit of CSEA, Inc. to appear on their behalf to discuss salaries, working conditions, and disputes as to the terms and conditions of this contract. A written list of CSEA representatives shall be furnished to the Commissioner of Human Resources immediately after their designation and CSEA shall notify the Commissioner of Human Resources of any changes thereafter within two (2) weeks of such change.
4. The designated grievance representatives appearing on behalf of employees at each step of the grievance procedure shall not exceed one representative per grievance, unless this requirement is waived by agreement of both parties.
5. The employee, employee representative or the Section President or Unit President shall be permitted to attend grievance hearings and PERB hearings, when deemed necessary, without loss of pay. All Union officials and representatives shall provide their Department Head, in advance, with the reason such an absence is needed, and must obtain permission from their department head or their designee for this absence.
6. The Commissioner of Human Resources shall be notified in writing, 48 hours in advance, of the name of the employee and employee representative who will be attending said meeting(s), unless such notice is mutually agreed to be waived.
7. The CSEA Field Representative and the agents of CSEA shall notify the department head or their designee on arrival of their presence and the reason for said visit.
8. The Union shall have the right to post notices and communications on the bulletin boards maintained on the premises and in the facilities of the County, subject to the approval of such notices by the Commissioner of Human Resources.
9. The Union agrees that it and its members will restrict the amount of necessary Union activity conducted on County time to the lowest possible minimum and agrees to use everything in its power to prevent abuses of County time and Union activity as defined in this section, and to advise its members when necessary for any abuse of this privilege.

10. CSEA representatives as designated above shall be paid their regular salary at the regular rate of pay for conducting authorized CSEA business that occurs during their normal working hours. If the conduct of authorized CSEA business extends beyond normal working hours, there shall be no additional pay. While conducting authorized CSEA business, representatives will record their time spent on such business with an explanation of how such time was spent. These forms may be provided by the Department of Human Resources, or may be a form mutually agreed upon, and must be turned in with the time cards.
11. Union time off - time off without pay shall be granted for Union conferences, provided ten working days' notice is given, in writing, to the department head or their designee, with a limit of one person per division at one time. The employee may alternatively charge off such time against compensatory time off, vacation time or other accrued fringe leave as appropriate. There will be a maximum limit of five days per person per year.
12. The County agrees to provide free of charge to CSEA a list of all Blue Collar Unit County employees, including names, job titles and departments, and on a monthly basis thereafter to provide CSEA with a list of new Blue Collar Unit Employees, titles and departments.
13. The County agrees to provide free of charge to CSEA all changes to the County Administrative Manual.
14. MOA DATED 4/3/15

The parties agree as follows:

1. The Union President shall be notified in writing of any reclassification with the bargaining unit, that is, any title change of a current bargaining unit position, any labor grade change; up or down, or any change in civil service classification.
2. The Union President shall be given a red line version of any changes made to a job description for a title within the Blue Collar Unit.

ARTICLE 24 - PERSONNEL FILE

Each employee shall be given copies of all employee performance reviews within ten (10) days of the date that they are placed in the employee's personnel file. An employee shall have the opportunity to sign, date and submit any response an employee desires, in relation to any performance evaluations and performance related documents. The only recognized personnel file is that which is kept in the Department of Human Resources, and only the contents of that file may be the basis of disciplinary action or denial of promotion. An employee shall have the right to examine their personnel file by scheduling an appointment with the Department of Human Resources to do so.

ARTICLE 25 - MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights, and responsibilities possessed by the County are retained by it, including, but not limited to, the right to determine the mission, purposes, objective, hours, scheduling, days off and policies of the County; to determine the facilities, methods, means, and number of personnel required for conduct of County programs; to administer the New York State Civil Service Law, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions, and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE 26 – PROMOTION

1. a) Promotion is defined as the movement of any employee from his/her present position to any higher rated position regardless of department.
b) Upon, promotion, an employee will move to the Hire Rate of the new position. Following successful completion of the training period, the employee will move to the Working Rate. If an employee accepts a promotion and the Hire Rate for the new position is less than the Working Rate of the former position, the promoted employee will receive the Working Rate of the previous position plus 2% during the training period.
2. Competitive, non-competitive and labor class jobs will be filled in accordance with Civil Service Law.
3. The County, through the office of the Commissioner of Human Resources, shall post, when possible, any new jobs and/or vacancies. These will be either full descriptions or summarized lists.
4. All Highway postings shall include the primary location whereas the employee must report to work and work thereof
5. In the non-competitive and labor classes, employees of the County will have first consideration for promotion to non-competitive and labor class positions. All employees who apply in writing will be given a written response regarding the filling of the vacancy.
6. If a permanent vacancy occurs among the Cleaners, it is agreed that the Cleaners can bid for that shift, and that vacancy only, by seniority. Seniority will be the determining factor when awarding such shift.

ARTICLE 27 - TRANSFER

If an employee is transferred to a position in the same salary grade as he/she currently holds, he/she shall remain at the same rate in that grade.

ARTICLE 28 - VOLUNTARY DEMOTION

If an employee is permitted to take a voluntary demotion after having been promoted, and he/she returns to his/her former position, he/she will be returned to the Working Rate if the training period for the position was served prior to the promotion. If the training period for the former position was not served, the employee will return to the Hire Rate for that position and complete the training period before moving to Working Rate.

ARTICLE 29 - TERMINATION

1. Employees in the non-competitive and labor classes shall be accorded the same rights that competitive class employees have under provisions of Section 75 of the Civil Service Law, after two years of continuous service with the County. In the case of a lay-off that involves competitive class employees, Rule XXV of the Tompkins County Civil Service Rules shall apply.
2. In the case of a lay-off involving non-competitive and labor class employees, the County shall determine that lay-offs are necessary. If it is determined that lay-offs are necessary, employees in the non-competitive and labor class job titles within a department will be laid off in the following order:

- a. temporary and probationary employees shall be laid-off first;
- b. thereafter, permanent employees will be laid off in the inverse order of their original permanent appointments. In other words, employees with the least seniority will be the first to be laid off. Seniority for this purpose is defined as all time in the service of Tompkins County.
- c. A permanent employee who has completed the probationary period in the non-competitive class who is laid off will be placed on a recall roster for a period of two (2) years from the date of lay- off. Those with the greatest seniority will have first right to reinstatement. The next vacancy that occurs in the same or lower grade title, that the employee is qualified for, must be offered to the most senior employee in layoff status. If the employee refuses to accept reinstatement to a lower grade title, he/she waives all future recall rights to that title but remains on the roster for recall to the title laid off from. If the employee accepts a recall to a lower grade title, he/she remains on the recall roster for recall to the title laid off from.

ARTICLE 30 - LABOR MANAGEMENT MEETINGS

Either party may schedule a labor management meeting by giving one week's written notice to the other party. The party requesting the meeting will supply the agenda of items to be discussed at such meeting no later than one week in advance of the date of the meeting. The Union will be represented by the following only: president of the unit or local and a representative of the Blue Collar Unit, and whomever else they feel necessary to discuss items on the agenda. The Commissioner of Human Resources must be present, and may have whomever else present he/she feels necessary to discuss items on the agenda.

ARTICLE 31 - STATE OCCUPATIONAL SAFETY AND HEALTH ACT

The County will conform with the provisions of the Public Employees Safety and Health (PESH) bureau, in accordance with the safety and health standards as set forth under the United States Occupational Safety and Health Act (SOSHA) and any applicable federal or state standards.

ARTICLE 32 - ORIENTATION

The County agrees to conduct an orientation program after any employee is hired. Copies of the Agreement between CSEA and the County, information regarding health insurance, retirement, Credit Union, the employee's Civil Service status, and a packet of CSEA material will be distributed at this time.

The employee will be given at this time a copy of the MSD428 "Report of Personnel and Supplementary Payroll Certification" showing his/her appointment. Employees will also be sent a copy of any future MSD428s showing any personnel change related to them.

ARTICLE 33 - SMOKING POLICY

Smoking shall be in accordance with Administrative Policy 01-23.

ARTICLE 34 - CLOTHING ALLOWANCE

The County will provide the use of leathers and welding gloves for use by employees of departments in the Blue Collar Unit involved in welding.

The County will provide coveralls and/or uniforms for automotive mechanics and full-time and part-time shop personnel, who assist in shop operations.

The County will provide coveralls for those employees involved in automotive and bridge painting and sandblasting.

The County will provide any special clothing (including uniforms if mandated by the department). The County will provide cleaning of mandated uniforms.

The County will provide a rain suit to all employees who are required to work outside during rainy weather.

All County employees who do not receive uniforms will be paid a \$450.00 per year clothing allowance. This clothing allowance includes \$200.00 towards the purchase of safety shoes/boots.

All other employees (those who are provided uniforms) shall be paid a \$200.00 per year safety shoe/boot allowance.

See Exhibit D for incumbents of specific job titles entitled to clothing and/or boot allowances.

ARTICLE 35 - TOOL REIMBURSEMENT

Employees in the title Heavy Equipment Mechanic shall be eligible for a tool reimbursement in the amount of \$800.00 as of their anniversary date.

Employees shall submit receipts of the tool purchase to their supervisor, who will approve and process a voucher for reimbursement to be paid through Accounts Payable. This allowance will also be granted to any other employee required to purchase their own tools.

ARTICLE 36 - SETTLEMENT

1. A copy of this settlement, including the grievance procedure, will be given to all present employees and to all new employees upon beginning employment. It shall also be the responsibility of the Personnel Office to send each department head or his/her designee, for posting, and to each individual employee, any changes in the contract.

2. The cost of printing the settlement between the County and the Union will be borne by the County.

ARTICLE 37 - SAVING CLAUSE

In the event any provisions of this settlement shall conflict with any of the provisions or requirements of any state or federal law, the provisions of the state or federal law shall prevail and the settlement shall not be invalidated by such a conflict.

ARTICLE 38 - DISCHARGE OR DISCIPLINE

No employee covered under Section 75 shall be discharged, dismissed, or disciplined except for just cause. Should there be any dispute between the employer and any employee concerning the existence of good and sufficient cause of discharge or discipline, such dispute shall be adjusted in accordance with the terms of this section.

The disciplinary procedure for incompetence or misconduct prescribed in this article shall be available to appropriate County employees as an alternative to the procedure described in Section 75 and/or Section 76 of the New York State Civil Service Law.

- a) Said employee shall include all permanent competitive class employees and those employees as defined in ARTICLE 3 of this agreement.
- b) An employee shall have the right to chose either but not both alternative procedures to grieve such disciplinary action.

In the event a department head or his/her designee sees fit to impose disciplinary action on an employee, notice of such disciplinary decision shall be made in writing and served on the employee and the Commissioner of Personnel. The specific act(s) alleged that warrant disciplinary action and the proposed sanction(s) shall be specified in the note of discipline. Disciplinary action imposed by a Division or Department Head will be limited to three (3) months from the date the supervisor became aware of the occurrence.

- a) The Union shall be advised by registered or certified mail that said notice of discipline has been served on an employee, within 48 hours of service;
- b) Said notice of discipline shall be accompanied by a written statement that;
 - (i) An employee served with a notice of discipline has the right to object by filing for a disciplinary hearing within ten days or by exercising his rights under Section 75 and/or 76 of the New York State Civil Service Law;
 - (ii) In the event said employee does object, then he/she must file written notice of his/her choice of procedure, subject to the provisions of this Article, with the employer and the Union no later than the end of business on the tenth day after receiving such notice of discipline;
 - (iii) The disciplinary grievance procedure provides for a hearing by an independent arbitrator at its final stage;
 - (iv) the employee has the right to be represented by the Union, or by an attorney, at every stage of the proceeding.
- c) An employee who has been served with a notice of discipline may be suspended without pay for a period not to exceed thirty (30) days.
- d) An employee's suspension shall commence upon issuance of charges.

ARTICLE 39 - GRIEVANCE PROCEDURE

1. Definitions

As used herein, the following terms shall have the following meanings:

- a) "Employer" shall mean the County of Tompkins, or a department thereof.
- b) "Union" shall mean the Tompkins County Unit of Local 855, CSEA/AFSCME.
- c) "Employee" shall mean any person or persons covered by the terms of this Agreement and directly compensated by the County.
- d) "Grievant" shall mean employees, groups of employees, or the Union acting on behalf of same, alleging a grievance.

e) “Supervisor” shall mean an employee or officer on a higher level of authority above the employee and who assigns and supervises the employee’s work and approves his/her time record or evaluates his/her work performance.

f) “Days” shall mean all days other than Saturday, Sundays, and legal holidays. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this grievance procedure.

g) “Grievance” shall mean any claimed violation, misinterpretation, or inequitable application of the existing Agreement, laws, rules, procedures, regulations, administrative orders, or work rules for the County of Tompkins or a department thereof, which relates to or involves employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees provided, however, that such term shall not include any matter involving the allocation of a position to a position class or title and the allocation of a position class to a salary grade. Neither shall such term include retirement benefits, disciplinary proceedings, or any other matter that is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law, except as provided in this Agreement.

2. General

a) Each employee shall have the right to present a grievance in accordance with the procedures provided herein free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by the Union at all stages of the grievance procedure.

b) Written responses required from the grievant hereunder shall be submitted to the appropriate division manager and the Commissioner of Human Resources; written responses of the County hereunder shall be submitted to the employee involved and to the Union.

3. Time Limits

The time limits set herein for the presentation of grievances in all stages may be waived or extended by mutual agreement of the parties involved.

4. Procedure

Step 1: Immediate Supervisor Stage

a) An employee or the Union shall present the grievance orally or in writing to the employee’s immediate supervisor within ten (10) days after the grievance occurs. Said supervisor forthwith upon receiving such grievance shall make a good faith effort to resolve same including, as appropriate, discussions with the employee, investigation, and consultation with his/her superiors. Said supervisor shall reply to the employee or the Union, in writing, within ten (10) days of the submission of such grievance.

b) If the matter is satisfactorily resolved, the employee, supervisor, or appointing authority and Union representative, if any, shall each sign a memorandum showing the nature of the grievance and stating that the matter has been satisfactorily resolved. A copy of this memorandum shall remain filed permanently in the employee’s file.

Step 2: Department Head Stage

In the event an employee or the Union wishes to appeal an unsatisfactory decision at Step 1, the appeal must be presented to the department head within ten (10) days from the receipt of the Step 1 decision. The department head, Commissioner of Human Resources or their designees, shall hold an informal hearing within ten days after receiving said appeal. The employee and Union representative may appear at the hearing and present oral or written statements or arguments. The department head, Commissioner of Human Resources, or their designees, shall issue a written decision to the employee or the Union by the end of the tenth day after close of said hearing.

Step 3: Arbitration Stage

- 1) 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 said dispute in accordance with the Rules and Procedures of the Public Employment Relations Board.
- 2) The arbitrator shall have no power to add to or subtract from or modify the provisions of this Agreement in arriving at a decision of the issues presented. The arbitrator's decision shall be binding on both parties.
- 3) All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.

ARTICLE 40 - VOLUNTEER FIREFIGHTER/EMERGENCY RESPONSE PERSON

Volunteer firefighters or emergency response personnel may be authorized to take leave time during regularly scheduled work hours to respond to emergencies under the following guidelines:

1. Prior approval from the supervisor or his/her designee must be obtained to leave the scheduled work site.
2. The employee is eligible to use an available fringe benefit (vacation, compensatory, personal) from the time they leave work until they return from the voluntary emergency activity. In general, the employee shall not use County vehicles to respond to an emergency. However, subject to supervisory approval, if the employee is already in the field and there is an emergency need to respond, he/she may use the County vehicle to respond to the emergency site.
3. A department head, division head and/or his/her designee may excuse a reasonable amount of tardiness caused by direct emergency duties of duly authorized volunteer ambulance squad members, voluntary firefighters and enrolled civil defense volunteers. In such cases, a department head, division head and/or his/her designee may require the employee to submit satisfactory evidence that the absence was due to such emergency duty.

ARTICLE 41 – REWARD AND RECOGNITION

Effective 1/1/2015 the cost of the dinners and awards for 25-year club members, inductees and their guests, if held, will be paid by the County. The determination of whether to hold an annual event shall be at the sole discretion of the County.

ARTICLE 42 - TAYLOR LAW (Sec. 204-a)

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 43 - ADOPTION

These provisions were adopted by the Tompkins County Legislature by Resolution 2019-15 dated January 15, 2019.

SIGNATURE PAGE

For the County

**For Tompkins County Unit 8900-1 of
CSEA Local 855, AFSCME, AFL-CIO**

Jason Molino, County Administrator

Todd VanOrman, President

Amy Guerri, Commissioner of Human Resources

Michael Merchant, Vice President

Dan Klein, Legislator

Stephanie Engster, CSEA LRS

Arel LeMaro, Director of Facilities

Nancy Webster, Secretary

Jeffrey Smith, County Highway Director

Nathan Bates, Treasurer

EXHIBIT A- ALTERNATE DATES FOR CIVIL SERVICE EXAMS

A candidate is NEVER allowed to take an examination PRIOR TO a scheduled Saturday examination. This particular part of this policy is not flexible. However, if an applicant wants to take the exam on an alternate date after the scheduled Saturday, he/she must submit their request in writing to the Commissioner of Personnel for approval. The request must include the reason for the alternate date and confirming documentation. The preferred day for an alternate test date would be Monday immediately following the Saturday test. The starting time will be set at the discretion of the Personnel Office. There may be times when the preferred alternate test date is not feasible. Tuesday through Friday examination dates can be requested and will be given due consideration by the Commissioner of Personnel. Examinations beyond Friday, however, pose special security problems. An alternate beyond Friday may be possible with the knowledge and approval of the New York State Department of Civil Service. Special arrangements for the testing of candidates after the week following the normally scheduled test date or those who were on active military duty at the time of the original examination need to be set up through New York State.

Acceptable reasons for rescheduling will be:

A death in the immediate family or household within the week preceding the examination (present a newspaper obituary)

Military Obligations or commitment (present a copy of your orders) Saturday Sabbath Observance (present a letter from your religious leader)

Being a member of a traditional, religious or civil ceremonial party, such as a wedding, baptism, bar mitzvah or graduation; or be a member of the immediate family or household of the individual for whom the ceremony is being held (present invitations, or other appropriate documentation)

Having conflicting professional or educational examinations. Professional examinations include but are not necessarily limited to: CPA, ACSW, and the Bar. Education examinations include but are not necessarily limited to: SAT, College Boards, and Graduate Records. (present your admittance notice)

Vacations for which non-refundable down payments were made prior to the issue date of the examination announcement. (present receipts, copy of plane tickets, etc.)

Required court appearances. (present your letter)

As an accommodation for handicapped individuals (present appropriate documentation)

Verifiable medical emergency involving a hospital confinement or certification from a physician that the candidate is unable to appear for the examination due to a specific medical problem of the candidate or member of the immediate family or household. (present doctor's note)

Emergency weather conditions, verified by the local public safety agency, that leads to the closing of specific roads, highways or independent transportation services which prevents a candidate from reaching the test center. (can be confirmed by contacting the Sheriff, State Patrol or Police Chief in the area allegedly closed)

Any other verifiable situation that, in the Commissioner's opinion, would prevent a candidate from reaching the test center. (submit appropriate documentation)

The burden of proof of the validity of the request is on the applicant. Ambiguities or lack of information in the request will result in disapproval of the request. The Commissioner of Personnel will be the final authority in the approval of requests. This policy supersedes and replaces any prior policy. 05/27/97

EXHIBIT B: Tompkins County CSEA BC 2018 Salary Schedule Effective 1/1/2018

Please note that Annualized Salaries are Approximate Only.

<u>Title</u>	Labor Grade	Job Code	Hire Rate	Work Rate	35 Hrs/ Wk		37.5 Hrs/ Wk		40 Hrs/ Wk	
					Hire Rate	Work Rate	Hire Rate	Work Rate	Hire Rate	Work Rate
Cleaning Supervisor	13	7823	24.71	26.85	44,980.57	48,860.45	48,193.47	52,350.48	51,406.37	55,840.51
Electrician	13	7822								
General Maintenance Supervisor	13	7861								
Highway Technician	13	7850								
Hvac Systems Technician	13	7862								
Senior Heavy Equipment Mechanic	13	7808								
Solid Waste Enforcement Ofc.	13	7854								
Senior Highway Crew Supervisor	14	7825	26.58	28.88	48,377.78	52,554.68	51,833.34	56,308.59	55,288.90	60,062.50

EXHIBIT B: Tompkins County CSEA BC 2019 Salary Schedule Effective 1/1/2019

Please note that Annualized Salaries are Approximate Only.

<u>Title</u>	Labor Grade	Job Code	Hire Rate	Work Rate	35 Hrs/ Wk		37.5 Hrs/ Wk		40 Hrs/ Wk	
					Hire Rate	Work Rate	Hire Rate	Work Rate	Hire Rate	Work Rate
Cleaning Supervisor	13	7823	25.43	27.62	46,282.60	50,268.40	49,588.50	53,859.00	52,894.40	57,449.60
Electrician	13	7822								
General Maintenance Supervisor	13	7861								
Highway Technician	13	7850								
Hvac Systems Technician	13	7862								
Senior Heavy Equipment Mechanic	13	7808								
Solid Waste Enforcement Ofc.	13	7854								
Senior Highway Crew Supervisor	14	7825	27.34	29.68	49,758.80	54,017.60	53,313.00	57,876.00	56,867.20	61,734.40

EXHIBIT B: Tompkins County CSEA BC 2020 Salary Schedule Effective 1/1/2020

Please note that Annualized Salaries are Approximate Only.

<u>Title</u>	Labor Grade	Job Code	Hire Rate	Work Rate	35 Hrs/ Wk		37.5 Hrs/ Wk		40 Hrs/ Wk	
					Hire Rate	Work Rate	Hire Rate	Work Rate	Hire Rate	Work Rate
Cleaning Supervisor	13	7823	25.94	28.17	47,210.80	51,269.40	50,583.00	54,931.50	53,955.20	58,593.60
Electrician	13	7822								
General Maintenance Supervisor	13	7861								
Highway Technician	13	7850								
Hvac Systems Technician	13	7862								
Senior Heavy Equipment Mechanic	13	7808								
Solid Waste Enforcement Ofc.	13	7854								
Senior Highway Crew Supervisor	14	7825	27.89	30.27	50,579.80	55,091.40	54,385.50	59,026.50	58,011.20	62,961.60

EXHIBIT B: Tompkins County CSEA BC 2021 Salary Schedule Effective 1/1/2021

Please note that Annualized Salaries are Approximate Only.

<u>Title</u>	Labor Grade	Job Code	Hire Rate	Work Rate	35 Hrs/ Wk		37.5 Hrs/ Wk		40 Hrs/ Wk	
					Hire Rate	Work Rate	Hire Rate	Work Rate	Hire Rate	Work Rate
Cleaning Supervisor	13	7823	26.59	28.87	48,393.80	52,543.40	51,850.50	56,296.50	55,307.20	60,049.60
Electrician	13	7822								
General Maintenance Supervisor	13	7861								
Highway Technician	13	7850								
Hvac Systems Technician	13	7862								
Senior Heavy Equipment Mechanic	13	7808								
Solid Waste Enforcement Ofc.	13	7854								
Senior Highway Crew Supervisor	14	7825	28.59	31.03	52,033.80	56,474.60	55,750.50	60,508.50	59,467.20	64,542.40

EXHIBIT B: Tompkins County CSEA BC 2022 Salary Schedule Effective 1/1/2022

Please note that Annualized Salaries are Approximate Only.

<u>Title</u>	Labor Grade	Job Code	Hire Rate	Work Rate	35 Hrs/ Wk		37.5 Hrs/ Wk		40 Hrs/ Wk	
					Hire Rate	Work Rate	Hire Rate	Work Rate	Hire Rate	Work Rate
Cleaning Supervisor	13	7823	27.19	29.52	49,485.80	53,726.40	53,020.50	57,564.00	56,555.20	61,401.60
Electrician	13	7822								
General Maintenance Supervisor	13	7861								
Highway Technician	13	7850								
Hvac Systems Technician	13	7862								
Senior Heavy Equipment Mechanic	13	7808								
Solid Waste Enforcement Ofc.	13	7854								
Senior Highway Crew Supervisor	14	7825	29.23	31.72	53,198.60	57,730.40	56,998.50	61,854.00	60,798.40	65,977.60

EXHIBIT B: Tompkins County CSEA BC 2023 Salary Schedule Effective 1/1/2023

Please note that Annualized Salaries are Approximate Only.

<u>Title</u>	Labor Grade	Job Code	Hire Rate	Work Rate	35 Hrs/ Wk		37.5 Hrs/ Wk		40 Hrs/ Wk	
					Hire Rate	Work Rate	Hire Rate	Work Rate	Hire Rate	Work Rate
Cleaning Supervisor	13	7823	27.73	30.11	50,468.60	54,800.20	54,073.50	58,714.50	57,678.40	62,628.80
Electrician	13	7822								
General Maintenance Supervisor	13	7861								
Highway Technician	13	7850								
Hvac Systems Technician	13	7862								
Senior Heavy Equipment Mechanic	13	7808								
Solid Waste Enforcement Ofc.	13	7854								
Senior Highway Crew Supervisor	14	7825	29.81	32.35	54,254.20	58,877.00	58,129.50	63,082.50	62,004.80	67,288.00

EXHIBIT C - TITLES THAT RECEIVE CLOTHING AND BOOT ALLOWANCE

Individuals in the following job titles are to receive \$450 annually (\$200 for safety toed boots/shoes allowance, plus the cash equivalent of uniforms in the amount of \$225 and the equivalent of orange tee shirts for \$25): Asterisk (*) denotes Safety Shoe/Boot only.

SIGN MECHANIC
MOTOR EQUIPMENT OPERATOR
HEAVY EQUIPMENT OPERATOR
WELDER
HIGHWAY CREW SUPERVISOR
SENIOR HIGHWAY CREW SUPERVISOR
HIGHWAY TECHNICIAN
CLEANER
SENIOR CLEANER
CLEANING SUPERVISOR
CARPENTER
MAINTENANCE MECHANIC
HVAC SYSTEMS TECHNICIAN
ELECTRICIAN
SOLID WASTE ENFORCEMENT OFFICER
ASSISTANT RECYCLING SPECIALIST *
WASTE REDUCTION AND RECYCLING SPECIALIST *
SENIOR MAINTENANCE WORKER
FACILITIES SHOPKEEPER
BRIDGE MECHANIC
SENIOR SIGN MECHANIC
GENERAL MAINTENANCE SUPERVISOR
RECYCLING ASSISTANT

Individuals in the following job titles are to receive \$225 annually (\$200 for safety toed boots/shoes and the \$25 equivalent of orange tee shirts; uniforms are also provided to these individuals). In addition, effective April 10, 2007, and every third year thereafter, individuals in these titles will receive an additional \$50.00 toward the purchase of a work jacket. Since the work jackets are not required by the employer, and anything purchased by the employee may be suitable for everyday wear, it is understood that this is a taxable benefit.

HEAVY EQUIPMENT MECHANIC
EQUIPMENT SERVICE TECHNICIAN

EMPLOYEES OF SOLID WASTE: The Department of Solid Waste shall provide protective/field clothing for employees engaged in field activities.

EXHIBIT D - CONTRACT & CALL-IN TIME EXAMPLES

BEFORE SHIFT:

Punch in 3:00 a.m. to 7:00 a.m. = 4.0 hours + .5 hr. = 4.5 total hours.
(Call-in time)

Punch in 2:55 a.m. to 7:00 a.m. = 4.1 hours + 0.5 hours = 4.6 total hours.
(Call-in time)

AFTER SHIFT:

Punch in 4:00 p.m. to 7:00 p.m. = 3.0 hours + 1.0 hours + 0.5 hours = 4.5 total hours.
(contract) (Call-in time)

WEEKEND:

Punch in 6:00 a.m. to 8:00 a.m. = 2.0 hours + 2.0 hours + 0.5 hours = 4.5 total hours.
(contract) (Call-in time)