

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the representatives for the County of Tompkins (hereinafter "Employer") and the Civil Service Employees Association, Inc., Local 855, AFSCME, AFL-CIO White Collar Unit (hereinafter "Union") and referred to collectively as the parties.

WHEREAS, the Employer and Union are parties to a collective bargaining agreement for the period of January 1, 2021 through December 31, 2023; and

WHEREAS, the parties have now reached an agreement as of the date of execution of this Memorandum of Agreement on the terms and conditions for a successor collective bargaining agreement for the period of January 1, 2024 through December 31, 2027, and wish to memorialize their understanding, in writing, pending the signing of a new collective bargaining agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, upon ratification by the Union and ratification and approval by the County legislature, the parties agree that a successor collective bargaining agreement to the one that had an expiration date of December 31, 2023 shall reflect the following:

1. The parties agree that all terms and conditions of the collective bargaining agreement which expires on December 31, 2023, shall remain in full force and effect except as agreed to modified herein.
2. **Article 2, Recognition, third paragraph**, will be amended as follows:

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 ~~and agency fees for all other non-member employees of the Unit.~~ No other unrecognized 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, New York 12224.

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3. Article 4, Compensation, Section 1, shall be amended as follows:

Compensation plans for each job title and labor grade are attached hereto as Appendix B (2024 Wage Schedule), Appendix C (2025 Wage Schedule), and Appendix D (2026 Wage Schedule) and Appendix E (2027 Wage Schedule).

4. Article 4, Compensation, Section 2, subsections (a), (b) and (c) shall be amended as follows:

Employee Wages for 2021-2023:

- a) Effective January 1, 2021 – increase base pay by 4.0%.
- b) Effective January 1, 2022 – increase base pay by 3.5%.
- c) Effective January 1, 2023 – increase base pay by 3.0%.

Employees in Civil Engineering titles and Airport titles that are in a Grade “A”, shall be placed at the Grade in title with no diminishment of salary plus increase as stated in #2 above. The most recent (2020) White Collar Salary Scale equivalents are as follows:

	Grade	Work Rate	Grade	Work Rate
Airport Fire/Ops Tech Trainee	8A	45,011.20	9	47,777.60
Engineering Technician	8A	45,011.20	9	47,777.60
Sr. Engineering Technician	11A	52,478.40	12	55,619.20
Airport Fire/Ops Tech	12A	55,224	13	58,593.60
Airport Terminal Service Coord.	12A	55,224	13	58,593.60
Civil Engineer	14A	62,504	15	69,284.80
Associate Civil Engineer	17A	83,995.20	17	83,865.60

Employee Wages for 2024-2027:

- a) Effective January 1, 2024 - wages will be as set forth in Appendix B (2024 Wage Schedule.)
- b) Effective January 1, 2025 – increase base pay by 3%.
- c) Effective January 1, 2026 – increase base pay by 3%.
- d) Effective January 1, 2027 – increase base pay by 3%.

5. Article 4, Compensation, Section 2(g), Longevity, subsection (i) longevity schedule shall be modified as follows:

Upon completion of:	2020	2021	2022	2023
5-9 years	\$500	\$500	\$500	\$500

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10-14 years	\$1,000	\$1,000	\$1,000	\$1,000
15-19 years	\$1,250	\$1,250	\$1,250	\$1,250
20-24 years	\$1,500	\$1,500	\$1,500	\$1,500
25 years or over	\$1,750	\$1,750	\$1,750	\$1,750

Upon completion of:	2024	2025	2026	2027
5-9 years	\$500	\$500	\$500	\$500
10-14 years	\$1,000	\$1,000	\$1,000	\$1,000
15-19 years	\$1,250	\$1,250	\$1,250	\$1,250
20-24 years	\$2,000	\$2,000	\$2,000	\$2,000
25-29 years	\$2,250	\$2,250	\$2,250	\$2,250
30 years or over	\$2,750	\$2,750	\$2,750	\$2,750

6. **Article 4, Compensation, Section 9, On Call, subsection (b), currently titled “On-Call – Health Department” shall be retitled “On Call-Whole Health Department.”**

7. **Article 4, Compensation, Section 9, On Call, subsection (b)(ii), shall be amended as follows:**

ii) Community Health Nurse (CHN), Team Leader, Supervising CHN, Public Health Engineer, Senior Public Health Sanitarian, Public Health Sanitarian, and other titles that may be officially designated, may work On Call shifts on weekday evenings, Saturdays, Sundays and holidays at the following rates per shift:

Monday- Thursday	(4:30PM to 8:30 AM/16 Hours)	\$ 20.00 25.00
Friday	(4:30PM to 8:30 AM/16 Hours)	\$ 40.00 50.00
Saturday – Sunday	(8:30AM to 8:30 AM/24 Hours)	\$ 80.00 100.00
Holidays (Actual and Observed)	(8:30AM to 8:30 AM/24 Hours)	\$120.00130.00
Christmas Eve/New Years Eve	(4:30PM to 8:30 AM/16 Hours)	\$120.00130.00
Christmas Eve/New Years Eve	(8:30AM to 8:30 AM/24 Hours)	\$120.00130.00

8. **Article 4, Compensation, Section 9, On-Call, subsection d (On Call – Information Technology Services Department), subsection (ii)(a) shall be amended as follows:**

a. Work Requiring Travel to County Facility or Designated Location: Employees who respond to Off-Hours work requests, and are dispatched, and required travel to a

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designated facility/location, will be compensated a minimum of ~~two (2)~~ four (4) hours at ~~time and one-half~~ the employee's regular rate of pay.

9. **Article 4, Compensation, Section 9, On-Call, subsection (e), On Call – Department of Emergency Response (MOA 12/1/2015),** shall be amended by adding a new subsection iv to read as follows:

(iv) Emergency Services Dispatchers designated as Certified Training Officers (CTO) and responsible for performing training will be compensated with a \$100 credit for each month worked while maintaining CTO certification, during the calendar year. Compensation payout will be in the form of a stipend in the paycheck for the last pay period every year with a maximum payout of \$1,200.

- a) An Emergency Services Dispatcher who has been employed for at least 1 year, remains in good standing, and maintains an APCO CTO certification is eligible.
- b) Dispatch Supervisors are required to maintain CTO certification as part of their job description and are not eligible for the stipend.
- c) At any given time, there shall be a maximum of 6 CTOs, designated by DOER administration, that receive the yearly stipend.
- d) An Emergency Services Dispatcher designated to perform CTO duties shall be compensated with a differential pay as set forth in Article 4, Section 9(e) ("On Call – Department of Emergency Response (MOA 12/1/2015)).

10. **Article 4, Compensation, Section 9, On-Call, subsection (f), On Call Department of Emergency Response (MOA 12/1/2015)** shall be amended as follows¹:

The following shall apply to these titles in the Tompkins County Department of Emergency Response (DOER):

~~Dispatch Supervisor/CAD Systems Specialist, Emergency Services Dispatcher/CAD Systems Specialist & Systems Manager.~~

i) Telephone calls, emails, text messages or any other form of communication received by one of the DOER employees listed above for any Computer-Aided Dispatch (CAD). Telephone, Computer, or Radio work related to Tompkins County during hours other than those defined as Standard Work Week Hours, may be responded to by one of the employees listed above on direction of the ~~Director of Communications Center Manager or designee.~~ Unless specified differently by the Director ~~or Communications Center Manager or designee,~~ all three employees will be ~~paged~~ contacted by the Dispatch Center and they will decide which employee will respond as the after-hours employee.

ii) The Director ~~of Communications Center Manager or designee~~ will make the decision as to the appropriate response for all Off-Hours work requests. Off-Hours work requests are defined as those submitted outside of the established DOER employee's standard work schedule or previously agreed upon work schedule changes and all County defined holidays as defined by the current CSEA White Collar CBA.

iii) Once the assignment has been accepted by an employee, the following compensation and conditions shall apply, provided the Off-Hours request is not an extension of the regular standard shift or any previous period of work:

2) Work Requiring Travel to County Facility or Designated Location

- a. If the assigned employee determines it is necessary to travel to a County facility or designated location, the employee will be compensated a minimum of ~~two~~ (2) four (4) hours of time worked at ~~time and one-half the employee's regular rate of pay.~~

11. **Article 4, Compensation, Section 9, On-Call, subsection (g), On-Call Airport Department Emergency (MOA June 29, 2017)** shall be moved to Section 14 as set forth below, and a new subsection (g) will be added to read as follows:

¹ No changes made to subsection (iii)(2).

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g) On-Call Department of Emergency Response – Emergency Services Dispatchers/Trainees:

The following shall apply to these titles within the DoER: Emergency Services Dispatchers & Emergency Services Dispatcher Trainees.

- i) All Emergency Services Dispatchers and Emergency Services Dispatcher Trainees released from the DoER Training Program will be included in monthly on-call assignment. The Emergency Services Dispatch Supervisor / Scheduling Coordinator or designee shall assign open on-call shifts in 12 or 24 hour increments on a monthly basis with assignments to be completed two weeks prior to the beginning of the following calendar month (need as determined by the ESDS/SC or designee) to facilitate continuity of operations in staffing when an unforeseen open shift occurs (e.g., call-out, emergency/illness while on shift). On-Call shall not be utilized to cover fringe time use or advance requests of time off.
- ii) On-Call shall not be used if a shift has 4 or more Emergency Services Dispatchers / Emergency Services Dispatcher Trainees on duty and a call-out or emergency/illness while on shift occurs. On-Call shall be activated when such an absence brings staffing levels below a minimum of 3 Emergency Services Dispatchers / Emergency Services Dispatcher Trainees on duty.
- iii) Emergency Services Dispatch Supervisors may electively pick up open on-call shifts on a voluntary basis.
- iv) The Emergency Services Dispatch Supervisor / Scheduling Coordinator or designee shall ensure, as is feasible, that Emergency Services Dispatchers / Emergency Services Dispatcher Trainees are not on-call on the same days month over month.
- v) Any Emergency Services Dispatcher / Emergency Services Dispatcher Trainee that is on call, and is not called in, shall receive two hours' compensation at their hourly rate of pay for every 12 hours they are on call, and four hours' compensation if on-call for a 24 hour period. On-Call hours do not contribute to the calculation of overtime, insofar as FLSA laws apply.
- vi) Any Emergency Services Dispatcher / Emergency Services Dispatcher Trainee that is on call, and is called in based on the criteria established in (i) above, shall be paid at their hourly rate of pay, with OT compensation applied if the call in should result in overtime, consistent with the provisions of the C.B.A. regarding OT in (currently Article 5 section 3) as well as adhere to current practices/guidelines for the calculation of OT in Workforce Ready.
- vii) Should more than one call-out or emergency/illness while on shift occur on the same shift, (currently Article 5, section 5h through 5l) shall take effect to cover the second or additional absences.

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- viii) Exchanges/Swaps of On-Call shifts shall be permitted as long as they occur within the same pay period, and are approved by the Emergency Services Dispatch Supervisor or designee in advance of the first on-call shift to occur.
- ix) Emergency Services Dispatchers / Emergency Services Dispatcher Trainees shall be notified by the on-duty Emergency Services Dispatch Supervisor as soon as it becomes known they will need to report to work. Positive contact is required between the on-duty Emergency Services Dispatch Supervisor and the Emergency Services Dispatcher / Emergency Services Dispatcher Trainee when such an instance occurs. On-call personnel shall have no more than 2 hours to report to work to fulfill on-call obligations. If the on-call person fails to answer their phone or respond back within 15 minutes of notification, the provisions of (currently Article 5, section 5h through 5l) shall take effect and the on -call person shall be subject to disciplinary action.
- x) If an on-call situation occurs with an employee on-duty, and they have 2 or less hours remaining on their shift, it shall be left to the discretion of the on-duty Emergency Services Dispatch Supervisor to determine whether the on-call person shall be contacted or the 9-1-1 Tompkins County Emergency Communications Center)TCECC) Center, based on activity, can operate briefly below minimum staffing.
- xi) Should staffing levels across all Emergency Services Dispatcher / Emergency Services Dispatcher Trainee reach a level where the on-call process is not sustainable, the County reserves the right to suspend this process until such time as staffing levels allow. This decision shall be made by the Department Head or their designee.

12. **Article 4, Compensation, Section 9, On-Call, subsection g (On Call – Airport Department Emergency) shall be moved to Article 4, Compensation, Section 14, Call-In, NEW subsection a, and shall be amended as follows:**

g. a. On-Call Call In – Airport Crash Fire Rescue Department Emergency (MOA June 29, 2017)

- i) If an off-duty Airport employee responds to an aircraft emergency call that is canceled before or shortly after they ~~he/she~~ arrives at the airport, the County will compensate that employee for ~~two (2)~~ four (4) hours at the employee's regular rate of pay, or at the employee's overtime rate, if the employee has completed ~~his/her~~ their normal 40-hour work week.

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13. **Article 4, Section 9, On-Call, subsection (g)(iii)(2), subsection (g) (now subsection (h), per above),** shall be amended as follows:

2) Airport Employees with the title of Airport Deputy ARFF Chief/Security and Training Coordinator, ~~and~~ Airport Firefighter/Operations Technicians, ~~and~~ Trainees and Airport Terminal Services Coordinator shall work a straight shift, receive a paid meal period for any shift requiring a meal period in accordance with Section 162 of the New York State Department Labor Law. Meal Periods shall be taken during the shift as operational conditions permit. ~~Employees acknowledge voluntary consent that the natures of the industry and FAA operational requirements necessitate what the employee's meal period may be. Employees acknowledge voluntary consent that the natures of the industry and FAA operational requirements necessitate the employee's meal period.~~

14. **Article 4, Compensation, Section 10, Clothing Allowance,** shall be amended as follows:

a) The County shall provide any special and/or protective clothing (including uniforms if mandated by the division) necessary to perform the duties, of Airport Deputy ARFF Chief/Security and Training Coordinator, Airport Firefighter/Operations Technician, Airport Firefighter/Operations Technician Trainee, Airport Terminal Services Coordinator, Civil Engineer, Associate Civil Engineer, ~~and~~ Engineering Technician and DSS Security Officers.

b) Individuals in the following job titles are to receive \$450600 annually (\$200300 for safety toed boots/shoes allowance, plus the cash equivalent of uniforms in the amount of \$225300 and the equivalent of orange tee shirts for \$25):

- i. Civil Engineer
- ii. Associate Civil Engineer
- iii. Engineering Technician
- iv. Airport Terminal Services Coordinator

c) Individuals in the following job titles are to receive \$2300 annually for safety toed boots/shoes:

- i. Airport Firefighter/Operations Technician
- ii. Airport Firefighter/Operations Technician Trainee
- iii. Airport Deputy ARFF Chief/Security and Training Coordinator

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

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e) The County will provide any special clothing for incumbents in titles determined by their departments to require special personal protective clothing or durable clothing to perform field work subject to inclement weather and/or unsanitary/unhygienic environmental conditions.

15. **Article 4, Compensation, Section 14, Call In**, shall be amended as follows:

Specific titles that are required to come to work as "called in" outside of their scheduled work hours shall be compensated at ~~one and one-half times~~ their regular rate of pay for a minimum of ~~two (2)~~ four (4) hours, unless specified otherwise within this agreement. To be considered "called in", the ~~two (2)~~ four (4) hours must not be an extension of the regular work shift and must be approved by the Department Head of their designee.

16. **Article 5, Workweek, Section 1**, shall be amended as follows:

1. **The standard workweek**, for full-time County employees shall be a minimum of thirty-five (35) up to a maximum of forty (40) hours as established by Department Head.

a) The Department Head shall notify affected employees of any change in their scheduled work week in writing with a minimum notice of fourteen (14) calendar days, unless the employee agrees to waive the required notice period. New employees or employees who change departments will accept the scheduled work week in their new department.

b) For purposes of this agreement, the term "schedule" is defined as the entirety of the scheduled period bid upon and selected by the Emergency Services Dispatcher/Emergency Services Dispatch Supervisor through the process defined in Section 5 of the Article. The term "shift" is defined as part, or all, of a singular workday.

17. **Article 5, Workweek, Section 3, Overtime – Shift Employees (Emergency Services Dispatcher/Emergency Services Dispatch Trainee)** shall be amended as follows (Section (b) through (h) moved from "Bidding Procedures" (h) through (m)):

Overtime – Shift Employees (Emergency Services Dispatchers/Emergency Services Dispatch Trainee or Dispatch Supervisors)

a) If the Department Head or their designee determines that ~~call-in overtime~~ is required to fill a shift or any part thereof ~~in an overtime situation~~, the shift shall be filled by seniority as applied to those eligible to work, on a rotating basis. The Department Head or designee reserves the right to use existing staff on shift, if available, to fill the shift or any part thereof. The Department Head or designee may request holdover from employees on the

previous shift and/or notify staff scheduled for the shift following the vacancy. These shall also be called by seniority, as applied to those eligible to work on a rotating basis. The County agrees to keep a written record on mandatory holdovers. The record may be reviewed quarterly by a designated Labor/Management group as requested.

b) Management may grant the request for any employee to exchange tours of duty or days off, as long as the schedule will allow. Voluntary exchange of shifts may be done with the approval of the supervisor but will not constitute overtime for hours worked over 8 hours in a 24 hour day.

c) Ordered overtime – The policies of the Tompkins County Emergency Communication Center (TCECC) 911-Center set certain minimum staffing levels, which require three (3) emergency services dispatcher consoles to be staffed on all shifts. There will be occasions that the supervisor will have to order someone to work overtime when no one volunteers for it and these staffing levels are not met.

d) These guidelines will be utilized when ordering overtime:

i) When overtime is necessary for staffing; polling for voluntary overtime shall be in the following order:

(1) Dispatchers already on duty,

(2) Dispatchers scheduled to come into work on that day,

(3) Dispatchers that are scheduled off that day,

(4) Dispatch Supervisors,

(5) Assistant Communications Manager

(6) Data Analyst

e) All means of obtaining a volunteer to work (as stated in “d” above) who wants to work the overtime will be exhausted before resorting to ordered overtime.

f) Provided that the Emergency Services Dispatch Supervisor/Assistant Communications Manager or Data Analyst has no scheduled meetings or commitments, they may be used to staff a console in lieu of ordered overtime. (This is at the discretion of the Department Head or designee.)

g) As much advance notice as possible will be given to someone ordered to work overtime.

h) The County will make every attempt to fill a shift by splitting the shift. The County will make every attempt to fill a shift by splitting the shift into smaller segments when feasible.

18. **Article 5, Workweek, Section 4, Overtime Compensation for FLSA Non-Exempt Emergency Services Dispatch Employees, subsections (a) and (b),** shall be amended as follows:

Overtime compensation shall be as follows except where Federal or State laws, or this contract, provide differently. The definition of overtime is defined as the computation of all hours worked by an Emergency Services Dispatcher/Emergency Services Dispatch Trainee or Emergency Services Dispatch Supervisor ~~Senior Emergency Services Dispatcher~~ over forty (40) in a work week.

- a) Except in emergencies, no dispatcher shall work overtime unless overtime is necessary and the employee has prior approval of the ~~Department Head Communications Center Manager~~ Assistant Director - 911 or ~~their~~ Designee. Overtime is defined as all work performed over forty (40) hours in a work week. 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.

The Dispatcher must designate on an "Overtime Time Card" whether they wish to receive pay at one-and-one-half times their regular rate of pay, or receive compensatory time, equal in value to one-and-one-half times the employee's regular rate of pay.

- b) A Dispatcher may suggest to their immediate supervisor dates on which ~~he or she~~ they would like to use their compensatory time. The immediate supervisor and/or Department Head will give consideration to the dispatcher's suggested dates. The sole and final responsibility for deciding the use of compensatory time off remains the prerogative of the Department Head or Designee. When it is impractical to grant compensatory time off within a reasonable period, the Department Head or their designee shall recommend that the dispatcher be paid for the overtime hours.

19. **Article 5, Section 5, Bidding Procedures, title and subsection (c),** shall be amended as follows:

Bidding Procedures (Applies to ~~all 911 Telecommunications Center Staff Full-time Emergency Service Dispatchers only~~) Tompkins County Emergency Communications Center (TCECC)

...

- c) The shift bids shall be in order of seniority, starting with the most senior, until all Dispatchers have bid or passed their bid. Emergency Services Dispatchers/Emergency

Services Dispatch Trainees shall follow the same bidding procedures. Seniority for Emergency Services Dispatchers/Emergency Services Dispatch Trainees shall be based on time worked within the Department of Emergency Response. Seniority shall be defined as all time in service with the County. Seniority for Emergency Services Dispatch Supervisors is determined by promotion date. Vacation, and holiday, and comp bidding shall occur concurrently with shift bids. Vacation bid seniority is based on time with the county, not time with the Department of Emergency Response. On-call shift bidding shall commence after vacation, holiday and comp bidding is completed. by seniority on each shift (A, B & C) as determined by the completion of shift bid.

1) In the event of a demotion, voluntary or otherwise, seniority will be based on time in position before promotion. If an Emergency Services Dispatch Supervisor were to step down and return to an Emergency Services Dispatcher job title, they would be returned to seniority based on the date of hire within that specific job title to which the demotion returned them to.

2) A minimum of two (2) on-call shifts must be picked up per month by each Emergency Services Dispatcher/Emergency Services Dispatch Trainee. Emergency Services Dispatch Supervisors may elect to pick up on-call shifts on a strictly volunteer basis but are not required to do so.

d) Management has the right to temporarily reassign the schedule due to conflict or investigation. Department administration will consult with Human Resources in determining which party to temporarily reassign to a different shift. Notice will be given to the affected employee(s) within 24 hours after the decision has been made. The temporary schedule reassignment will be evaluated on a bi-weekly basis until the conclusion of the investigation. During the initial two-week shift reassignment, the employee moved may not file a grievance for the reassignment.

ed) During the bid process, a maximum of two (2) weeks, and one (1) holiday, and one (1) week of comp time may be bid on at any one time. Comp bank accruals must equal or exceed the requested time off submitted.

fe) If a shift becomes vacant after the schedule has been posted, the Emergency Services Dispatch Supervisor on shift will follow the overtime procedures within Article 5 Section three (3). In the event a shift becomes vacant after the schedule has been posted, the ES dispatcher(s) on duty is responsible for canvassing the list of eligible full-time ES dispatchers to work the vacant shift at the applicable rate of pay.

gf) This agreement does not supersede the existing contract language, which allows for the provision of holdover to cover shifts.

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h) Management reserves the right under Article 23 to make administrative moves as necessary.

20. Article 5, Workweek, Section 5, Bidding Procedures, will be modified by deleting sections (h) through (m) (which were moved to a different section per paragraph above.)

21. Article 6, Travel Expense Reimbursement, subsection 2 and 3 (first paragraph), shall be amended as follows:

2. Travel expenses will be reimbursed only for travel authorized in advance, (i.e. scheduled county meetings). The maximum meal allowance reimbursement for out of County business shall be as prescribed in the guidelines set forth by the U.S. General Services Administration (GSA) for the location (city, state) of the training/conference location, as follows:

Breakfast	\$6.00
Lunch	\$8.00
Dinner	\$16.00
Per diem daily rate	\$30.00

3. Breakfast will be reimbursed only if the employee must leave home before ~~6:00~~ 7:30 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 cannot return by ~~8:00~~ 7:00 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 a maximum of \$30.00 for means-meals on that day. Calendar day is defined in previous paragraph.~~

22. Article 7, Time Cards, shall be amended as follows:

Each employee's time card shall be filled out daily and shall be signed depending on the timekeeping medium used (paper or electronic), as required by departmental practices, but no later than the last day of the pay period.

NOTE: The ~~E911 Telecommunications Center~~ Tompkins County Emergency Communications Center (TCECC) must submit their time electronically no later than noon Monday following the end of the pay period, unless otherwise instructed by Payroll, due to unforeseen circumstances.

23. Article 10, Holidays, Sections 1 and 2, will be amended to read as follows:

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

HOLIDAY	2024	2025	2026	2027
New Years Day	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027
Martin Luther King Jr. Day	January 15, 2024	January 20, 2025	January 19, 2026	January 18, 2027
Presidents' Day	February 19, 2024	February 17, 2025	February 16, 2026	February 15, 2027
Memorial Day	May 27, 2024	May 26, 2025	May 25, 2026	May 31, 2027
Juneteenth	June 19, 2024	June 19, 2025	June 19, 2026	June 18, 2027
Independence Day	July 4, 2024	July 4, 2025	July 3, 2026	July 5, 2027
Labor Day	September 2, 2024	September 1, 2025	September 7, 2026	September 6, 2027
Indigenous People's Day/ Columbus Day	October 14, 2024	October 13, 2025	October 12, 2026	October 11, 2027
Veterans Day	November 11, 2024	November 11, 2025	November 11, 2026	November 11, 2027
Thanksgiving Day	November 28, 2024	November 27, 2025	November 26, 2026	November 25, 2027
Day after Thanksgiving	November 29, 2024	November 28, 2025	November 27, 2026	November 26, 2027
Christmas Day	December 25, 2024	December 25, 2025	December 25, 2026	December 24, 2027

2. Effective January 1, 2021, All County Airport/Tompkins County Emergency Communications Center (TCECC) shift workers will adhere to actual holidays as delineated in the ~~2021~~ applicable Airport Holiday Schedule.

2024-2027 Airport/Tompkins County
Emergency Communications Center
(TCECC) Holiday Schedule

HOLIDAY	2024	2025	2026	2027
New Years Day	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2026
Martin Luther King Jr. Day	January 15, 2024	January 15, 2025	January 15, 2026	January 15, 2027
Presidents' Day	February 19, 2024	February 17, 2025	February 16, 2026	February 15, 2027
Memorial Day	May 27, 2024	May 26, 2025	May 25, 2026	May 31, 2027
Juneteenth	June 19, 2024	June 19, 2025	June 19, 2026	June 19, 2027
Independence Day	July 4, 2024	July 4, 2025	July 4, 2026	July 4, 2027
Labor Day	September 2, 2024	September 1, 2025	September 7, 2026	September 6, 2027

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Indigenous People's Day/ Columbus Day	October 12, 2024	October 12, 2025	October 12, 2026	October 12, 2027
Veterans Day	November 11, 2024	November 11, 2025	November 11, 2026	November 11, 2027
Thanksgiving Day	November 28, 2024	November 27, 2025	November 26, 2026	November 25, 2027
Day after Thanksgiving	November 29, 2024	November 28, 2025	November 27, 2026	November 26, 2027
Christmas Day	December 25, 2024	December 25, 2025	December 25, 2026	December 25, 2027

i. Airport Shift Workers include the following titles:

- Airport Fire/Ops Tech Trainee
- Airport Fire/Ops Tech

24. **Article 11, Vacation, Section 12(a) first sentence**, shall be amended as follows:

a) Any employee who resigns or retires shall receive up to three year's earned vacation time if the employes gives at least ten (10) working days (~~2-week's~~) notice to the Commissioner of Human Resources and their Department Head. ...

25. **Article 12, Sick Leave, Personal Leave, and Disability Leave, Section 3, Disability Leave, subsection (c)** shall be amended as follows:

c) Disability leave is granted with full pay at the employee's regular rate of pay, exclusive of shift premium, to cover qualifying absences due to an employee's own personal illness or injury, as follows:

i) Employees must initiate a request to utilize paid disability leave by completing a County "Medical Leave of Absence" Form, and must submit said form to their Department Head or their designee for approval, in addition to the Department of Human Resources within twenty-four (24) hours of the date such leave will commence, or as soon as practicable in extenuating circumstances. Up to thirty days' advance notice of the need for disability leave for personal injury/illness shall be provided when an employee has advance knowledge of their need for such leave. In the event an employee is unable to complete this form, it may be completed on their behalf.

ii) Employees are required to provide documentation from their Medical Care Provider, substantiating the need for such leave, on the form designated by the ~~Third-Party Administrator for the County's~~ County for the Disability Leave Plan, and must include the nature of the illness/injury, expected length of absence, and other pertinent information as appropriate in order to be deemed eligible for disability leave benefits.

iii) The Department of Human Resources will waive the requirement to submit medical documentation each pay period for major or prolonged medical conditions and critical

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illness involving inpatient care or continuing treatment by a health care provider (Example: maternity leave or surgical procedures requiring inpatient care or continuing treatment.) In such cases, medical documentation should be submitted after the post-op/follow-up appointment indicated in the original leave request.

~~iii-~~iv.) Employees may use existing sick leave entitlements, earned prior to the implementation of the County's Disability Leave Plan, or other type of accrued paid leave, up to a maximum of three (3) days prior to needing a Physician/Medical provider statement substantiating the need for such leave. Absences exceeding three days require the provision of medical certification and submission of a Medical Leave of Absence Form as described above, in accordance with the Family and Medical Leave Act (FMLA). If it is believed at the onset of leave, or prior to said leave, that an absence will exceed three (3) days, it is requested that the employee provide the specified forms and documentation as soon as possible.

~~iv-~~v.) For the first occurrence of an absence for which an employee requests the use of disability leave, the first three (3) days of the period during which an employee is deemed unable to work must be covered by another paid fringe. A subsequent absence during the 12-month period commencing the first day of the initial absence, which is related to the same illness/injury, shall require the use of only one (1) day of fringe leave, after which the remainder of the qualifying absence will be covered by the employee's disability leave allotment until exhausted. The documentation requirements outlined in section C pertain to any qualifying absences.

~~v-~~vi.) Disability leave shall be granted on the first day of any absence, with no waiting period, when resulting from a scheduled or emergency surgery, or emergency hospital admission.

~~vi-~~vii.) An employee must use remaining sick leave entitlements first, and then other accrued fringe leave, to cover qualifying leaves of absence; upon exhaustion of their disability leave allotment, subject to verification of the medical necessity of such leave, as appropriate.

~~vii-~~viii.) Submission of documentation required for approval of paid disability leave is the sole responsibility of the employee. Failure to comply with requests for documentation in a timely manner, may result in delay or denial of this benefit.

26. **Article 12, Sick Leave, Personal Leave, and Disability Leave, Section 3, Disability**

Leave; subsections (d) and (e) shall be amended as follows:

d) For eligible employees, as required by law, any medical leaves of absence determined to be for an FMLA qualifying condition will be designated as such. Leaves of absence under the FMLA will run concurrent with any other medical leaves of absence (including occupational leaves), and an employee must utilize all disability leave and all other available accrued paid leave prior to going into unpaid leave status.

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e) Disability leave shall not accrue while an employee is on a disability any unpaid leave of absence, including a disability leave of absence. Disability leave shall not accrue while an employee is on an unpaid leave of absence.

27. Article 12, Sick Leave, Personal Leave, and Disability Leave, Section 3, Disability Leave, subsection (f) and (g) shall be amended as follows:

f) An employee may not receive disability leave benefits exceeding their entitlement described in 3. b) above during any 12-month period commencing the first day of any absence covered by disability leave. ~~Following an employee's return to full duty, utilized disability leave entitlements will be restored as appropriate, in a manner which will not result in the provision of excess leave benefits, as described.~~ Disability leave entitlements will be restored one year from the date of employee's return to full duty based upon the utilization of the leave. (EXAMPLE: The employee begins leave on March 15, 2024 and utilizes 15 days, returning on April 5, 2024. On April 5, 2025 the 15 days will be replenished to the disability balance, one year from the date of return. If the employee needs to use additional disability days, those hours will be restored one year upon return to full duty. For example, this same employee uses another 15 days beginning July 8, 2024 and returns on July 29, 2024, those 15 days will be restored on July 29, 2025.)

g) If an employee is restricted to part-time work by a physician, and such part-time work limitation can be accommodated, and is approved by the department head and Commissioner of Human Resources, the employee shall be entitled to part-time disability pay after the equivalent of three (3) part-time days have been covered by another fringe for the first occurrence, and one (1) part-time day equivalent for each additional occurrence of the same illness in the same year. Part-time duty, as a reasonable accommodation is limited to a duration not to exceed six (6) months.

Disability leave for ongoing or intermittent treatments that are eligible for disability leave entitlements will be restored one year based upon the month that the employee used the leave entitlement. (For example, the employees needs to have physical therapy one hour per week for the next four weeks. In this case, the four hours will be restored one month after the employee's initial restoration date for that occurrence. Using the example above in section f, if an employee returns July 29, 2024 and uses this benefit in August 2024, the restoration of these hours will be August 2025.)

28. Article 13, Leaves of Absence, Section 1, Paid and Unpaid Leaves of Absence, subsection (c), shall be amended as follows:

c) Anniversary dates shall not be adjusted for employees who take an unpaid leave of absence. ~~Disability leave will not accumulate during an unpaid leave of absence.~~ An employee on an unpaid leave of absence may not claim any bereavement or holiday pay.

29. **Article 18, Health Insurance, NEW Section 12, Retiree Health Insurance**, will be added to read as follows:

12. Retiree Health Insurance

Employees who announce their retirement any time after August 14, 2020 and are not part of the retirement incentive set forth in County Resolution 2020-110 may retire into either the Platinum Plan or MS4 Plan with the following cost sharing arrangements:

- i. If the employee is not Medicare-eligible, and on an individual plan, they may retire into an Individual Platinum Plan at 50% Retiree Share, 50% County Share
- ii. If the employee is not Medicare-eligible and has a non-Medicare-eligible spouse, they may retire into a Family Platinum Plan at 50% Retiree Share, 50% County Share
- iii. If the employee is not Medicare-eligible and has a Medicare-eligible spouse, the employee may retire into an Individual Platinum Plan at 50% Retiree Share, 50% County Share, and the spouse will go on the Medicare Supplement 4 (MS4) Plan at 50% Retiree Share, 50% County Share.
- iv. If the employee is Medicare-eligible, and on an individual plan, they may retire into the Medicare Supplement 4 (MS4) Plan at 50% Retiree Share, 50% County Share.
- v. If the employee is Medicare-eligible and has a Medicare-eligible spouse, they may both receive Medicare Supplement 4 (MS4) Plans: the County retiree at 50% Retiree Share, 50% County Share; the Spouse at 50% Retiree Share, 50% County Share.
- vi. If the employee is Medicare-eligible and has a non-Medicare-eligible spouse, the employee may retire onto the Medicare Supplement 4 (MS4) Plan at 50% Retiree Share, 50% County Share, and the spouse will go onto an Individual Platinum Plan at 50% Retiree Share, 50% County Share.
- vii. In households where a Medicare-eligible individual has a dependent (not a spouse) still covered on their plan (child, grandchild or non-Medicare-eligible dependent disabled adult) they remain on the Platinum Family Plan to keep dependent care coverage. Retiree will pay 50%; County will pay 50%.

Retirement into the New York State and Local Retirement System (NYSLRS) is a requirement to be eligible for this benefit.

Eligibility

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1. To be eligible for retiree health insurance, employees must have five (5) years of continuous service with Tompkins County prior to retirement, be enrolled in county health insurance at the time of retirement, and retire directly into the NYS Retirement System.
2. An employee who leaves county employment and returns in under a year will not be considered to have a break in service (in accordance with civil service law); however, only time in active status will be counted toward the 5-year requirement.
3. An employee who leaves county employment and returns after more than a year will be considered to have a break in service (in accordance with civil service law) and will need to work 5 years from the date of rehire to be eligible for retiree health insurance.
4. A county retiree who returns to active service with the county shall not be eligible for active employee health insurance except in the following circumstances:
5. A retiree who makes arrangements in advance of retirement to retire and return to active service in a benefits-eligible position within thirty (30) days of retirement shall continue on active employee insurance.
6. A retiree who is recalled to active service in a benefits-eligible position due to a critical operational need (as determined by the Department Head, Commissioner of Human Resources, and County Administrator) shall be eligible to return to active employee health insurance.
7. In either of the above situations, the retiree will transition to retiree insurance (if elected) when no longer actively working for the county.
8. A retiree may only enroll dependents in retiree insurance who were on the retiree's active employee health insurance at the time of retirement, apart from a dependent who was not previously covered by the retiree becoming newly eligible through a qualifying life event (QLE).

EXAMPLE 1: A retiree who marries may add their new spouse to retiree coverage within 30 days of the marriage.

EXAMPLE 2: A retiree whose spouse was covered by another employer and then loses that coverage may add their spouse to retiree coverage within 30 days of the loss of other coverage.

9. Retirees may cancel or remove dependents from coverage at will, but cancellation of coverage and removal of dependents from coverage are permanent. Removed dependents may not be reenrolled at a later date, nor can cancelled coverage be reinstated.

Available Plans

2/19/2024

The Platinum plan is available to retirees and dependents under the age of 65, or to retirees of any age with more than one dependent on coverage.

The Classic Blue Secure Medicare Supplement plan is available to retirees and dependents who are Medicare eligible (typically those over age 65). Those who are Medicare eligible must be enrolled in Medicare Parts A and B.

Retirees and dependents who become Medicare eligible will automatically transition from the Platinum plan to the Classic Blue Secure Medicare Supplement plan upon Medicare eligibility, unless the retiree has more than one dependent on coverage. In this case, the whole family will remain on the Platinum plan.

Cost-Sharing

Cost-sharing is split 50/50 between the retiree and the county. When a retiree has only one covered dependent, the total cost will be based on 2 individual plans (Platinum/Platinum, Platinum/Classic Blue Secure, or Classic Blue Secure/Classic Blue Secure depending on eligibility). When a retiree has two or more covered dependents, the cost will be 50% of the Platinum Family plan.

30. **Article 21, Reciprocal Rights, Section 11**, will be amended as follows:

The County agrees to provide to the CSEA White Collar Unit, free of charge, a biweekly listing of all active White Collar ~~Union Members~~ bargaining unit employees and ~~Agency Shop Fee Payers~~ Non-Members. The lists shall be separate for the two groups and shall provide the following data: Name of employee, Department name, employee's labor grade, employee's title, date of hire, and the amount of dues or Agency Shop Fees paid. The County also agrees to provide CSEA with a list of new hires and terminations within the White Collar Unit on a monthly or other schedule as agreed upon. Pertinent data shall be that which is listed in this paragraph.

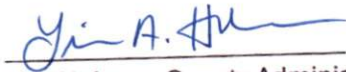
31. **The memorandum of agreement between the parties executed in 2018 (attached hereto as Attachment A) shall be incorporated into the contract and made a part thereof as Appendix F.**

32. **Change all gendered language (his/her, he/she, etc.) throughout the contract to "employee" or "their."**

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33. The parties agree to create new appendix for articles applicable to DOER and Airport.

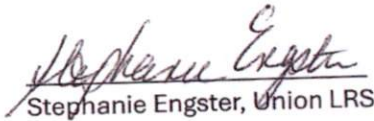
34. The parties agree that this Memorandum of Agreement is subject to ratification by the Union and ratification and approval by the County legislature before becoming final and binding.



Lisa Holmes, County Administrator, Tompkins County

7/11/2024

Date


Stephanie Engster, Union LRS

7/9/2024

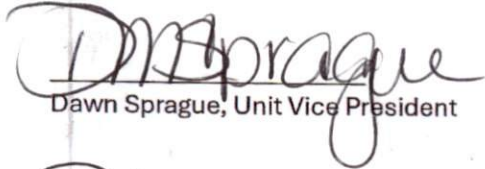
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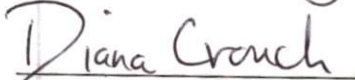
Mark Patterson, Unit President

7/9/2024
Date



Dawn Sprague, Unit Vice President

7/11/24
Date



Diana Crouch, Union Negotiation Team Representative

7/11/2024
Date



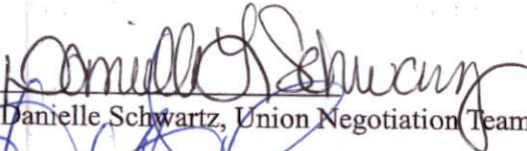
Matt Phillips, Union Negotiation Team Representative

7/11/2024
Date



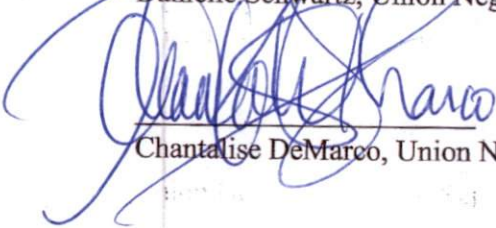
Ryan Green, Union Negotiation Team Representative

07/11/24
Date



Danielle Schwartz, Union Negotiation Team Representative

7/11/24
Date



Chantalise DeMarco, Union Negotiation Team Representative

7/10/2024
Date

Union Negotiation Team Representative

Date

Union Negotiation Team Representative

Date

Union Negotiation Team Representative

Date

