

# MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into this 1<sup>st</sup> of February 2020, by and between TOMPKINS COUNTY (COUNTY) and CIVIL SERVICE EMPLOYEES' ASSOCIATION Inc., LOCAL, 1000 AFSCME, LOCAL 855 TOMPKINS COUNTY, TOMPKINS COUNTY WHITE COLLAR UNIT #8900 (CSEA).

WHEREAS, the COUNTY and CSEA are parties to a collective bargaining agreement (AGREEMENT) covering the period of January 1, 2018 to December 31, 2020 governing terms and conditions of employment for certain employees; and

WHEREAS, under Article 12, Section 1 of the Agreement has language regarding vacation time balances front-loaded effective January 1, 2019; and

WHEREAS, Article 12, Section 3 of the current agreement permits employees who exceed the maximum vacation allotment limit as of January 1, 2019 a 2-year time period to reduce their accrued vacation leave balance so as not to forfeit any vacation leave during that period of time nor create a hardship on their department; and

WHEREAS, Article 12, Section 6 of the current agreement further states that employees with accumulated vacation leave balances equal to three (3) years of vacation leave entitlement will stop accumulating vacation leave; and

WHEREAS, there has been difficulty in implementing this section of the contract has thus resulting in the unintended consequence of twelve (12) employees of the bargaining unit continuing to accrue vacation time in excess of the three (3) year cap since January 1, 2019; and

WHEREAS, the COUNTY and CSEA have met and discussed the terms and conditions of vacation frontloading on white collar employees; and

NOW THEREFORE, the parties agree as follows:

1. Article 12 Section 6 of the Agreement will be deleted and will be amended with the language as follows: "Employees may accrue a maximum of three years of fully earned vacation time plus one year of allotted (unearned) vacation time. Upon separation from employment, employees may only be reimbursed for a maximum of three years of vacation time."
2. Effective February 11, 2020, the twelve (12) employees of the bargaining unit who have exceeded the cap on vacation accruals and the annual allotment, shall be made aware of their accrual balances by the Human Resources Department, as well as their respective department heads, and be notified that they cannot accrue further vacation time in excess of the three (3) year cap of earned vacation time plus one (1) year of allotted

(unearned) vacation time. The twelve (12) employees, their respective departments, and vacation balances as of 1/1/2020 are listed in Attachment A.

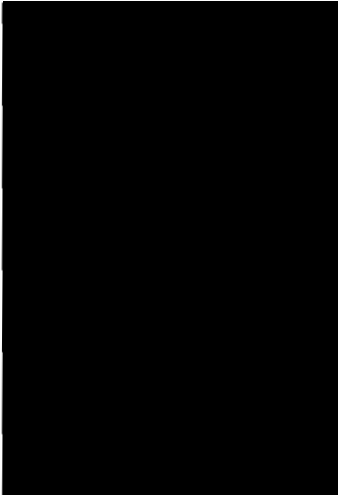
3. The twelve (12) employees of the bargaining unit who have exceeded the cap on vacation accruals, as well as their respective department heads, shall be notified that they are granted one (1) additional year, until December 31, 2021, to reduce their accrued vacation leave balances so as not to forfeit any vacation leave during that period of time nor create a hardship on their department.
4. It is further agreed that no employee will be harmed as long as the employees complies with the language as stated in this Agreement.
5. This Memorandum of Agreement shall represent the full and complete agreement between the parties.
6. The parties hereby acknowledge that each has read this Memorandum of Agreement, that each party fully understands its contents, and that each party signed the same and made this Agreement voluntarily.
7. The parties agree that by mutual agreement this Memorandum of Agreement may be amended.
8. This agreement is non-precedent setting.

[Attachment A follows]

[signature page follows]

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**Attachment A**

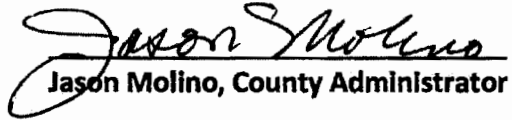


Assessment	320.72 hours
Assigned Counsel	615 hours
Department of Social Services	575.99 hours
Department of Social Services	578.50 hours
Department of Social Services	651.75 hours
Health Department	611.69 hours
Health Department	306.88 hours
Office for the Aging	651 hours
Office of Employment and Training	567.59 hours
Office of Human Rights	574.58 hours
Probation	648.88 hours
Probation	532.48 hours

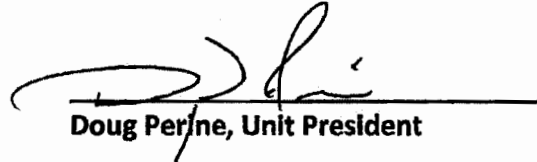
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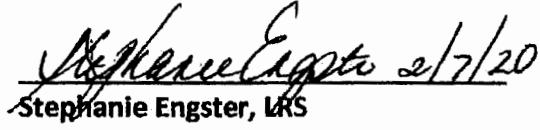
Signature Page

Date: 2/11/20  
For the COUNTY:

  
Jason Molino, County Administrator

Date: 2/10/20  
For the CSEA:

  
Doug Perine, Unit President

  
Stephanie Engster, LRS