

# **AGREEMENT**

by and between the

**COUNTY OF TOMPKINS**

and the

**TOMPKINS COUNTY UNIT, LOCAL 855  
Tompkins County White Collar Unit 8900**

of

**THE CIVIL SERVICE  
EMPLOYEES ASSOCIATION, INC.  
Local1000, AFSCME, AFL-CIO**

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

**WHITE COLLAR UNIT**

**JANUARY 1, 2018- DECEMBER 31, 2020**

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## **ARTICLE 1 -INTRODUCTION**

This settlement, effective the first day of January 2018, shall remain in force and effect through December 31, 2020. The County of Tompkins shall hereinafter be referred to as the County. The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL/CIO, Tompkins County Local 855, the Tompkins County White Collar Unit 8900, shall hereinafter be referred to as the Union or CSEA.

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 settlement.

The Articles in this Agreement may be separately re-opened for negotiations with no effect on the whole; provided the Union and County both agree to re-open the issue and no change will be adopted to become part of this Agreement except by favorable majority vote of the Union membership in favor of doing so.

## **ARTICLE 2- RECOGNITION**

The County recognizes the Civil Service Employees Association, Inc., AFSCME Local 1000, AFL/CIO, Tompkins County Local 855, the Tompkins County White Collar Unit 8900, as the sole and exclusive representative for all employees excluding CSEA Blue Collar Unit employees, elected officials, Sheriff's Department employees, managerial and confidential employees. (See Appendix B for titles covered by this agreement.)

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 and Agency Fee 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. Agency Fee deduction shall take place for all non-member employees represented by this agreement regardless of full-time, part-time or temporary status except Board of Elections Clerks. 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.

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

The CSEA shall indemnify and hold 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 -AGENCY SHOP**

The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL/CIO, Tompkins County Local 855, the Tompkins County White Collar Unit 8900, is an agency shop. As a condition of employment with the County, all non- exempt employees represented by the Unit who are not members of the Union will have an agency fee deducted through payroll as described in ARTICLE 2 of this Agreement. The agency fee will be equal to the amount of membership dues.

## **ARTICLE 4 -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.

1. Full-time employee -All employees are to be considered full-time employees unless they come under one of the following definitions:
  - a) Part-time employees: Part-time employment means any employment or combination of employments in Tompkins County in which an individual works less than the standard work week of 35, 37.5, or 40 hours per week. Any part- time position which is utilized equivalent to a full-time position for a period that exceeds six (6) months in a twelve (12) month interval shall be converted to a full-time position with appropriate compensation.
  - b) Temporary employees: A temporary employee is a person hired for a period not exceeding 90 days when the need for such service is important and urgent. A temporary appointment may be made for a period exceeding 90 days in accordance with Civil Service Law, under the following circumstances only:

When an employee is on leave of absence from their 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. When practicable, temporary employees shall be given a 14 calendar day notice prior to the extension or termination of their appointment.
  - c) Seasonal employees: A seasonal employee is hired to fill a position where the nature of the service is such that it is not continuous throughout the year but may recur in successive years.
  - d) Sub-contracting employees: The County and the Union agree that sub-contracting is undesirable. However, the County and the Union agree that no person other than those normally employed shall perform the work normally done by a member of the bargaining unit except in cases of emergency as determined by the County and the Union, or if such work is beyond the scope of the work currently being performed by County employees. Whenever the Employer proposes to sub-contract work or services normally performed by bargaining unit employees, the Union will be notified no later than thirty (30) calendar days prior to the date of sub-contracting and the Union will have the right to meet with the Employer to negotiate the proposed action. The time requirement may be waived by mutual agreement.

## **ARTICLE 5- COMPENSATION**

1. **Compensation plans for each job title and labor grade are attached hereto as Appendix B, C, and D.**
2. **Employee Wages for 2018-2020:**
  - a) Effective January 1, 2018- increase base pay by 2.0%.
  - b) Effective January 1, 2019- increase base pay by 2.0%.
  - c) Effective January 1, 2020- increase base pay by 2.0%.
  - d) 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 Work Rate for their job title.

- e) 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.
- f) 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.

**g) Longevity:**

- i. A lump sum payment, based on all time in service, will be made to employees annually, in accordance with the schedule below. Payment will be made on the first pay date of the month in which their employment anniversary date or adjusted hire date falls. For part-time employees the longevity payment will be pro-rated. (See Benefits Applicability ARTICLE 10).

Upon completion of:	2018	2019	2020
5 – 9 years		\$500	\$500
10 – 14 years	\$750	\$1000	\$1,000
15 – 19 years	\$1,000	\$1,250	\$1,250
20 – 24 years	\$1,250	\$1,500	\$1,500
25 years or over	\$1,500	\$1,750	\$1,750

- ii. Longevity payments are not added to base salary for the purpose of computing salary increases in future years.
- iii. Employees who resign, retire, or are terminated prior to their employment anniversary date, which serves as the basis for eligibility for payment, are not eligible for payment.

**3. Shift Premiums**

- a) The County will pay a \$1.00 per hour shift premium to all employees who are scheduled to work a full second and/or third shift, (as defined), where such shift is part of an employee’s regularly scheduled work week. Partial shifts are not subject to pay shift premium.
- b) 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., and extends beyond 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.

**4. Compensation for Part-time employees**

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

## **5. Compensation for Rehired or Reinstated Employees**

- a) 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.

## **6. Transfer**

- a) If an employee transfers from one Tompkins County department to another in the same title, the employee shall remain at their same rate of pay in the labor grade of the job title. All other eligible transfers shall be hired at the Hire Rate, in accordance with 2. (d above).

## **7. Voluntary Demotion**

- a) If an employee is permitted to take a voluntary demotion after having been promoted, and the employee is eligible to, and returns to their former position, the employee will return to the rate of pay they would have been earning had they not taken the promotion, in accordance with Civil Service Law and Rules.

## **8. Overtime Compensation for FLSA Non-Exempt Employees**

- a) All overtime work must be approved by a Department Head or their designee, prior to the performance of such work. The County will pay overtime in accordance with the Fair Labor Standards Act (FLSA) as long as said act has legal force and effect over the County.
- b) For non-exempt employees, all hours actually worked over forty (40) hours in any work week will be compensated at one-and-one-half times their regular rate of pay, in the form of pay or compensatory time, at the employee's discretion, in accordance with department specific practices for such designation.
- c) For non-exempt employees working less than a forty (40) hour work week, all hours worked over their standard scheduled hours and up to forty (40) hours will be earned as straight time compensatory time. If the hours worked in a work week exceed forty (40), by default, compensation will be in the form of pay, at a rate of one-and-one-half times an employees regular rate of pay, A signed agreement may be made between an employee and their Department Head for the time worked over forty (40) hours in a work week to be accrued as compensatory time, equal in value to one-and-one-half times the employee's regular rate of pay.
- d) Compensatory time may be accumulated to a maximum of the equivalent of three (3) weeks of regularly scheduled work week hours, with the exception of employees holding the title of Emergency Services Dispatcher and Senior Emergency Services Dispatcher, who can accrue compensatory time off up to a maximum of the equivalent of four (4) weeks of regularly scheduled work week hours.
- e) When it is impracticable to grant compensatory time off within a reasonable period, the Department Head may recommend that payment be made through the County's overtime approval process, upon approval of the Legislative Committee responsible for the Personnel function.
- f) Payment beyond the provisions of the Fair Labor Standards Act may be provided for in this contract.

## 9. On-Call

### a) On Call- Department of Social Services

- i) Two (2) hours of pay at the employee's regular compensation rate for each day of on-call time from Monday through Friday.
- ii) Four (4) hours of pay at the employee's regular compensation rate for each day of on-call time for Saturday and Sunday.
- iii) Seven (7) hours of pay at the employee's regular compensation rate for each holiday. When a holiday falls on a Saturday or Sunday and the legal holiday is celebrated on Friday or Monday, the employee will be paid at the holiday rate for both days, i.e., Friday, Saturday or Sunday and Monday.
- iv) On-call employees will be paid straight time for hours worked between 35 and 40, and at one-and-one-half times their regular rate of pay for hours worked over forty (40) hours in a work week. On-call hours as defined in 9. i, ii, and iii above are not included in calculating the overtime rate.
- v) All qualified employees in the Department of Social Services with one year of service in their respective department, or equivalent, and who have completed training for serving on-call, or who are scheduled for training for serving on-call prior to the time they will have to render on-call services, shall be eligible to serve on-call.
- vi) The department head or designee will post every three (3) months a list for volunteers to sign up for on-call. Should the list not be completed by volunteers, the department head will assign eligible employees to the list in inverse order of seniority to serve on-call time. Seniority will be determined by the date the employee is appointed to any Caseworker or any Nursing title, permanently, provisionally or temporarily, within the last two years.
- vii) An employee who has taken on-call or been assigned on-call will not be assigned by the Department Head to take on-call again until all eligible on-call employees have been assigned. The eligible on-call list shall be established and conspicuously posted by January 31 of each year.
- viii) Persons who became eligible to be assigned to on-call during the life of an existing on-call list will be added to the eligible list at the time a new on-call sign-up sheet is posted. In an emergency, the department head may assign an eligible employee to the on-call schedule after the point the employee becomes eligible, but prior to the posting of the list where the employee's name would ordinarily be added to the list.
- ix) An employee who cannot take the assigned on-call must notify the Department Head in writing of the reason the employee is not able to take on-call and asking to be excused as soon as the reason is known to the employee.
- x) Except for emergency situations, the only acceptable reasons for not being able to take on-call are: Sabbath observance, handicap, illness with physician verification, military obligation, wedding of a family member, wedding in which the individual is a member of the wedding party, and all time off approved prior to the assignment of on-call. In an emergency, the nature and extent of the emergency must be made known to the Department Head and the Department Head may rule that an employee's situation does not constitute an emergency. Emergency situations include death of a family member as defined in ARTICLE 15 of the current Agreement between the County and CSEA.

- xi) Employees should select the period(s) of on-call time they would like to serve; however, it remains the responsibility of the Department Head for the final schedule. If the employee who volunteered or has been scheduled by the department is unable to serve on-call, the employee may find an eligible substitute for their scheduled period or any part of the period the employee is unable to serve on-call. Employees must notify the Department Head or designee, in writing, of the substitute's name and any other information that is needed.

**b) On-Call- Health Department - Refer to Health Department On-Call Policies for full detail**

- i) On call staffing is required for all non-business hours in the Division for Community Health and the Environmental Health Division. Calls must be responded to as soon as possible, but no later than one hour after receipt of call.
- 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
Friday	(4:30PM to 8:30 AM/16 Hours)	\$40.00
Saturday - Sunday	(8:30AM to 8:30 AM/24 Hours)	\$80.00
Holidays (Actual and Observed)	(8:30AM to 8:30 AM/24 Hours)	\$120.00
Christmas Eve/New Years Eve	(4:30PM to 8:30 AM/16 Hours)	\$120.00
Christmas Eve/New Years Eve	(8:30AM to 8:30 AM/24 Hours)	\$120.00

- iii) Approval for scheduling On Call shifts is determined by the Division Director in consultation with the Public Health Director or their designee. The rate paid for On Call shifts will be in addition to scheduled work time. All time answering and responding to a call will be tracked and the employee compensated for time worked. Each call answered and the associated response will be charged as one half hour or actual time, whichever is longer. Voluntary signups will be made available at least sixty (60) days prior to the On Call date. Any uncovered On Call time after voluntary signup will be assigned at least two (2) weeks prior to the On Call date according to Division for Community Health and Environmental Health Division procedures with approval of the Public Health Director or their designee. If the Public Health Director declares an emergency, the Health Department reserves the right to revise On Call requirements to meet client and/or community needs.

**c) On-Call- Mental Health Department Coverage (MOA August 30, 2017)**

- i) On call staffing is required for all non-business hours for the Outpatient Clinic and Personalized Recovery Oriented Services (PROS) including the Mobile Crisis Team (MCT) and Critical Incident Negotiating Team (CINT). Calls must be responded to as soon as possible, but no more than within one hour of receipt. On-Call titles include: Forensic Counselors, Clinic Supervisors, Program Directors, Senior Community Mental Health Nurses, Community Mental Health Nurses, Senior Psychiatric Social Workers, Psychiatric Social Workers, Rehabilitation Specialists, Vocational Specialist, Dual Recovery Coordinator Senior Caseworkers, and Caseworkers.



On Call shifts are on weekday evenings, Saturdays, Sundays, and holidays at the following rates per shift:

Monday – Thursday (4:30 PM to 8:30 AM/16 Hours) \$ 20.00

Friday (4:30 PM to 8:30 AM/16 Hours) \$ 40.00

Saturday – Sunday (8:30 AM to 8:30 AM/24 Hours) \$ 80.00

Holidays (Actual and Observed) (8:30 AM to 8:30 AM/24 Hours) \$ 120.00

Christmas Eve/New Year’s Eve (4:30 PM to 8:30 AM/16 Hours) \$ 120.00

Christmas Eve/New Year’s Eve (8:30 AM to 8:30 AM/24 Hours) \$ 120.00

- ii) Approval for scheduling On Call shifts is determined by the Deputy Commissioner in consultation with the Commissioner or their designee. Department policy will set forth the training requirements to be eligible for On Call participation subject to the approval of the Deputy Commissioner in consultation with the Commissioner or their designee. An On Call employee cannot cover both CINT and MCT simultaneously. The rate paid for On Call shifts shall be in addition to scheduled work time. All time answering and responding to a call shall be tracked and the employee compensated for time worked.
- iii) Each call answered and the associated response shall be charged as one-half hour or actual time, whichever is longer.
- iv) Voluntary signups shall be made available at least 60 days prior to the January 1<sup>st</sup> and July 1<sup>st</sup> of each year. Signups shall be done for a period of six months, January 1<sup>st</sup> through June 30<sup>th</sup> and July 1<sup>st</sup> through December 31<sup>st</sup>. Voluntary signups shall be done in order of seniority. Seniority shall be defined as start date with CINT or MCT.
- v) Signup calendar shall be posted visibly in an area that all employees are able to view.
- vi) If an employee voluntarily signs up and is not able to perform the on call the employee may either swap or give up their sign up with another employee qualified in the PROS program. Such employee shall notify the Commissioner or designee of such change.
- vii) Any uncovered On Call time after voluntary signup shall be assigned at least 2 weeks prior to the On Call date according to Mental Health Departmental procedures with approval of the Deputy Commissioner or their designee starting with the least senior person on the PROS seniority list.
- viii) If the Commissioner declares an emergency, the Mental Health Department reserves the right to revise On Call requirements to meet client and/or community needs.

**d) On Call - Information Technology Services Department**

- i) Telephone calls, emails, text messages or any other form of communication received by an ITS employee for any work related to Tompkins County during hours, other than those defined as Standard Work Week Hours, must be directed to the Director of ITS or his/her designee or proxy, and will not be immediately responded to by any employee.
- ii) The Director of ITS, or his/her designee or proxy, will make the decision as to the appropriate response and requested ITS employee participation for all Off-Hours work requests. Off-Hours work requests are defined as those submitted outside of the established ITS 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 Collective Bargaining Agreement. If an ITS employee chooses to respond to an Off-Hours request from the Director of ITS, or his/her designee or

proxy, the following compensation and conditions shall apply, provided the Off-Hours request is not an extension of a regular standard shift or any previous period of work:

- 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 designated facility/location, will be compensated a minimum of two (2) hours of time worked at time and one half.
  - b. **Work Not Requiring Travel:** Employees who choose to respond to Off-Hours work requests not requiring travel will be compensated a minimum of thirty (30) minutes of time worked at time and one half.
  - c. Any additional Off-Hours work requests or communications made after the initial request but within a two-hour period shall not create a situation to give the employee another thirty (30) minutes of minimum compensation.
- iii) Employees, as identified by the Director of ITS, who agree to the use of their own personal telephonic communication device shall be compensated an amount of \$30 per month. This compensation will expire at the time of adoption of any future and related Tompkins County policy which also addresses compensation for the use personal telephonic communication devices.
  - iv) Employees, as identified by the Director of ITS, who choose to receive requests for Off-Hours work responses shall be provided with a mobile device or laptop with wireless capability.
- e) **On Call - Department of Emergency Response (MOA 12/1/2015)** Emergency Services Dispatchers who are designated CTO and performing training will be compensated with a differential pay of \$1.25 per hour worked while involved in training.
- i) “Performing Training” shall mean directly observing, one-on-one, a trainee of any title employed by the DOER, being observed by a trainee employed by DOER, instructing a class to a trainee employed by DOER, or assisting with the instruction of a class for a trainee or trainees of DOER employees.
  - ii) DOER administration reserves the right to choose personnel to become CTOs.
  - iii) DOER administration reserves the right to schedule or not schedule CTO activities. Possessing CTO certification does not guarantee that every CTO will be involved in every new trainee’s training.
- f) **On Call- Department of Emergency Response (MOA 12/1/2015)** 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. Unless specified differently by the Director or Communications Center Manager, all three employees will be paged by the Dispatch Center and they will decide which employee will respond as the after-hours employee.

- ii) The Director of Communications Center Manager 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 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 a regular standard shift or any previous period of work:
  - 1) 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) hours of time worked at time and one half.
  - 2) Work Not Requiring Travel
    - a. If the assigned employee determined it is not necessary to travel to a County facility or designated location, the employee will be compensated a minimum of 30 minutes of time worked as time and one half. Any additional Off-Hours work requests or communications made after the initial request but within a two (2) hour period shall not create a situation to vie the employee another 30 minutes of minimum compensation.
    - b. Nothing in the agreement shall preclude or prohibit the employees from agreeing to alternate or accept calls for service in a fair and mutually agreed upon manner.
    - c. The DOER employees listed above who agree to use their own personal telephonic communication device shall be compensated \$30 per month.
    - d. The DOER employees listed above shall be provided with a mobile device with wireless capability.

**g) On Call- Airport Department Emergency (MOA June 29, 2017)**

Re: Airport Deputy Director/ARFF Chief)

- i) If an off-duty Airport employee responds to an aircraft emergency call that is canceled before or shortly after he/she arrives at the airport, the County will compensate that employee for two (2) hours at the employee's regular rate of pay, or at the employee's overtime rate, if the employee has completed his/her normal 40-hour work week. In order for this payment to be made, the employee must report to the Airport in person and sign their name on the "Run Sheet."
- ii) If an off-duty Airport employee responds to an emergency call, arrives at the airport, signs in, and is then called upon to assist with the emergency, the County will compensate that employee for all time actually worked or for a minimum of four hours at the employee's regular rate of pay, or at the Employee's overtime rate if the employee has completed his/her normal 40- hour work week. For this payment to be made, the employee must report to the Airport in person and sign his/her name on the "Run Sheet."
- iii) In the event the County determines that overtime is necessary to cover a shift in the Airport Fire Fighter/Operations duties, it shall be offered to Airport Fire Fighter/Operations Technicians first, and in order of greatest to least seniority, before the overtime can be offered to the Airport Deputy Director/Fire Chief.

- 1) An Airport Deputy Director shall be provided with an Airport Division vehicle if approved by the department head, 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).
- 2) Airport Deputy Director/ ARFF Chief shall be granted a total of twelve (12) paid days off per year for holiday purposes at the beginning of each contract year . These fringe days can roll from one year to the next but shall not exceed a total of twenty-four (24) days. These days must be used within a two -year period. If an employee has used more holiday time at termination than would have been used by the holiday schedule above, those days' pay will be deducted from the Airport employee's last paycheck. Any employee at the Airport Division who works the actual day on which the holiday falls shall receive time and one-half pay for the holiday. The Airport Director is responsible for scheduling holidays.
- 3) Airport Employees with the title of Airport Deputy Director/ARFF Chief shall work a straight shift, receiving 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 the employee's meal period may be.
- 4) The County shall provide any special clothing (including uniforms if mandated by the division) necessary to perform the duties of Airport Deputy Director/ARFF Chief.

## **10. Computation of Work Hours**

Work hours are computed based on actual time worked rounded to no more than three (3) minute increments.

## **11. County Cars**

County vehicles may not be used for personal business. The Department Head may allow an employee to drive a County vehicle to his/her personal residence when such usage will be to the benefit of the County. The personal convenience of the employee will not be a consideration.

## **12. Mileage**

County employees authorized to use their personal vehicles in the absence of an available County vehicle will be paid the prevailing Internal Revenue Service mileage rate (the depreciation will not be considered) for the use of such vehicles.

## **13. Salary for Travel Time**

### **a. Optional Travel**

- i. Optional travel is travel that has been authorized by the Department Head but not required. If the Department Head strongly encourages the employee to travel, for training or any other purpose, the travel shall not be considered optional. For optional travel the Department Head or designee must notify the employee in advance of how much, if any, travel time outside normal working hours will be compensated, and what travel expenses will be reimbursed.

b. Required Travel

- i. When an employee has been required or strongly encouraged to travel, travel time must be compensated and all eligible travel expenses must be reimbursed.

**14. Call In**

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) hours, unless specified otherwise within this agreement. To be considered "called in", the two (2) hours must not be an extension of the regular work shift and must be approved by the Department Head or their designee.

**ARTICLE 6- WORKWEEK**

- 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 of their new department.
- 2. Flexible Work Arrangement**
  - a) Employees may work other than the scheduled workweek hours normally worked for that department with approval of the Department Head or designee. Once approved, a non-standard schedule will not be withdrawn without notification from the Department Head, in writing at least two (2) weeks prior to the date of change, unless the employee voluntarily waives the notification period.
- 3. Overtime - Shift Employees (Emergency Services Dispatchers)**
  - a) If the Department Head or their designee determines that call-in is required to fill a shift or any part thereof in an overtime situation, the shift shall be filled by seniority, on a rotating basis. The Department Head reserves the right to use existing staff on shift, if available, to fill the shift or any part thereof. The Department Head 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 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.
- 4. Overtime Compensation for FLSA Non-Exempt Emergency Services Dispatch Employees.** 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 or 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 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 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. 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.
- c) Payment beyond the provisions of the Fair Labor Standards Act may be provided for in this contract.
- d) Compensatory time may accumulate to a maximum of 160 hours. A Dispatcher is responsible to request and obtain approval to take this time off. Management reserves the right to schedule time off but agrees to show a good faith effort to grant said time off as requested by the Dispatcher.
- e) Each Dispatcher can request up to five (5) days of compensatory time off during each of the semi-annual time off bids.

**5. Bidding Procedure (applies to Full-time Emergency Service Dispatchers only)**

- a) Shift bidding shall take place twice a year. Such bidding shall occur on or about May 10<sup>th</sup> to take effect July 1<sup>st</sup> of each year, and on or about November 10<sup>th</sup> to take effect on January 1<sup>st</sup> of each year.
- b) Vacation and holiday bidding shall occur and be completed no later than twenty-one (21) days after the shift bids are completed. Management shall circulate a schedule for holiday and vacation times for the following six (6) month time periods; January 1<sup>st</sup> through June 30<sup>th</sup> and July 1<sup>st</sup> through December 31<sup>st</sup>.
- c) The shift bids shall be in order of seniority, starting with the most senior, until all Dispatchers have bid or passed their bid. Seniority shall be defined as all time in service with the County. Vacation and holiday bidding shall occur concurrently by seniority on each shift (A, B & C) as determined by the completion of shift bid.
- d) During the bid process, a maximum of two (2) weeks and one (1) holiday may be bid on at any one time.
- e) 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.
- f) This agreement does not supersede the existing contract language, which allows for the provision of holdover to cover shifts.
- g) 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.
- h) Ordered overtime- The policies of the Tompkins County 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.

- i) 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.
  - j) All means of obtaining a volunteer to work (as stated in "a" above) who wants to work the overtime will be exhausted before resorting to ordered overtime.
  - k) Provided that the Dispatch Supervisor has no scheduled meetings or commitments, he/she may be used to staff a console in lieu of ordered overtime. (This is at the discretion of the Dispatch Supervisor).
  - l) As much advance notice as possible will be given to someone ordered to work overtime.
  - m) The County will make every attempt to fill a shift by splitting the shift into two (2) four (4) hour shifts.

**ARTICLE 7 - TRAVEL EXPENSE REIMBURSEMENT**

- 1. No travel advance will be made to employees who travel on County business. Expenses must be covered by (a) use of a County purchase order form, or (b) use of a conference/meeting and travel/training expense voucher, or County authorized credit card.
- 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 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 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 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. Calendar day is defined in previous paragraph.

Exceptions to the maximum meal allowance reimbursements will be allowed for expense incurred while on approved County business in or out of the County if: 1) an employee is participating in an approved conference or training program, 2) meal costs are not included in any registration costs and, 3) the meal is offered as part of the conference or training program and has a pre-arranged cost. Travel refers to out-of-county travel and includes transportation, parking, tolls, meals and lodging expenses eligible for reimbursement.

**ARTICLE 8 - TIME CARDS**

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.

## **ARTICLE 9 - CIVIL SERVICE EXAMINATIONS**

1. If an employee applicant for a Civil Service examination wants to take the examination on an alternate date, the employee must submit the request in writing to the Tompkins County Human Resources Department for approval. The request must include the reason for the request and the alternate date and time for which the examination is requested to be scheduled. The Human Resources Department will then respond to the applicant in writing with a decision based on defined practices. (See Appendix E- Alternate Dates for Civil Service Exams).
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 the employee is to take a scheduled Tompkins County Civil Service examination, and who gives their Department Head five (5) working days notice prior to the date of the examination, shall have their work schedule changed to permit them to take the Tompkins County Civil Service examination as scheduled, without the use of the employees fringe leave benefits.

## **ARTICLE 10- BENEFITS APPLICABILITY**

### **1. Permanent and Provisional Employees**

- a) All employees appointed on a permanent or provisional basis to work a standard workweek, as defined in Article 6- WORKWEEK, shall receive personal time, disability, vacation time, bereavement pay and holiday pay. They shall be eligible to sign up for health insurance coverage in accordance with County practices.
- b) All employees appointed on a permanent or provisional basis who are appointed to work other than a standard workweek, at 33% or more of full-time equivalent, shall accumulate personal, disability and vacation time pro- rated on the basis of the percentage of hours paid from anniversary date multiplied by the total vacation or personal hours a full-time employee would earn. Use of personal time shall be pro-rated on the same basis. Employees working at least 50% of a full-time equivalent position shall be eligible to sign-up for health insurance in the same manner afforded full-time employees. Holiday pay and bereavement pay are based on the following:
  - i) Holiday and bereavement pay are based on the number of hours per week an employee is scheduled to work divided by a standard five (5) day workweek. Employees scheduled to work forty (40) hours per week will receive a maximum of eight (8) hours for a holiday or bereavement day. Employees scheduled to work 35 hours per week will receive a maximum of seven (7) hours for a holiday or bereavement day. Employees scheduled less than thirty-five (35) hours per week will receive holiday and bereavement based on the number of hours regularly scheduled to work in a week divided by a standard five (5) day workweek.
- c) The above sub Article notwithstanding, all employees appointed on a permanent or provisional basis who are appointed to work less than 33 percent (%) of the time on an annualized basis (approximately 86 work days per year), shall not receive any of the following benefits: health insurance, 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, but shall receive pro-rated fringe leave benefits; persons working 50% or greater of the full-time equivalent shall be eligible to sign-up for health insurance in the same manner as full-time employees, and will receive pro-rated fringe leave benefits.



- d) THE FOLLOWING IS IMPORTANT FOR CALCULATING BENEFITS:
- i) HIRE DATE- Last date of hire with no subsequent break in service.
  - ii) FRINGE DATE- All time in service with Tompkins County (also called the Adjusted Hire Date).
  - iii) ACCRUED FRINGE TIME consists of Vacation, Compensatory Time, Personal Time and includes remaining Leave balances previously accrued.

**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.
- b) Employees originally hired for 120 calendar days or less shall not receive any of the following benefits: health 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 effective the first day of the month following the 121<sup>st</sup> day of employment. The employee will accumulate vacation, disability and personal time effective the 121<sup>st</sup> day from the original date of hire. An employee shall be eligible for a “personal holiday” if the 121<sup>st</sup> day of employment occurs prior to the last day in the last full pay cycle of the year.
- c) If an employee originally hired for fewer than 120 days receives a provisional or permanent appointment in any title in any department, that employee shall be eligible to sign up for health insurance the first day of the month following the month in which such appointment is made, and will accumulate vacation, disability and personal time from the original date of hire.

**ARTICLE 11- HOLIDAYS**

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

<b>HOLIDAY</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
<b>New Year’s Day</b>	Monday January 1, 2018	Tuesday January 1, 2019	Wednesday January 1, 2020
<b>Martin Luther King Jr. Day</b>	Monday, January 15, 2018	Monday, January 21, 2019	Monday, January 20, 2020
<b>Presidents’ Day</b>	Monday, February 19, 2018	Monday, February 18, 2019	Monday, February 17, 2020
<b>Memorial Day</b>	Monday, May 28, 2018	Monday, May 27, 2019	Monday, May 25, 2020
<b>Independence Day</b>	Wednesday, July 4, 2018	Thursday, July 4, 2019	Friday, July 3, 2020
<b>Labor Day</b>	Monday, September 3, 2018	Monday, September 2, 2019	Monday, September 7, 2020
<b>Columbus Day</b>	Monday, October 8, 2018	Monday, October 14, 2019	Monday, October 12, 2020
<b>Veterans Day</b>	Monday, November 12, 2018	Monday, November 11, 2019	Wednesday, November 11, 2020
<b>Thanksgiving Day</b>	Thursday, November 22, 2018	Thursday, November 28, 2019	Thursday, November 26, 2020
<b>Day after Thanksgiving</b>	Friday, November 23, 2018	Friday, November 29, 2019	Friday, November 27, 2020
<b>Christmas Day</b>	Tuesday, December 25, 2018	Wednesday, December 25, 2019	Friday, December 25, 2020
<b>Floating Holiday</b>	Upon Employee Request	Upon Employee Request	Upon Employee Request

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) For part-time employees, divide the number of hours in the employee's standard workweek by 5, and this will reflect the number of Floating Holiday hours for which such employee is eligible.
3. 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.
4. Most County departments shall close on these holidays except the Department of Emergency Response, and others as required.
5. 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. In the case of Dispatchers, the premium pay (time and one half) shall be paid for the day on which the holiday actually falls. For example, in 1999 Christmas actually fell on a Saturday. The day designated as the holiday per the contract was Friday, December 24, 1999. Under these terms, the paid holiday would have been Saturday, December 25, 1999.
6. Dispatchers will be credited with equivalent of twelve (12) holidays at the beginning of the contract year. Holidays must be requested by the employee and approved by the Department Head or their designee. Holidays may not accumulate to more than twenty-four (24) days.
7. If an employee has used more holiday time at termination than would have been used with the holiday schedule referenced in the contract, payment for those days will be deducted from the employee's last paycheck. If an employee has not used more holiday time at termination than would have been used with the holiday schedule referred to in the contract, payment for those days will be added to the employee's last paycheck.
8. If the scheduled holiday falls on the regularly scheduled day off of an employee who works the standard workweek of the department, the employee will be granted an extra day without loss of pay (see ARTICLE 10 on Benefits Applicability for rules governing holiday pay for employees who work other than a standard workweek.)
9. An employee who calls in sick both the work day before and the work day after a scheduled holiday shall be asked by the Department Head to provide a doctor's statement verifying the illness. Payment for the holiday shall be made after the receipt of said doctor's statement by the Human Resources Department.
10. 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 12 -VACATION**

1. Effective January 1, 2019, employee vacation time shall become a front loaded “allotted benefit”, to be credited to employee vacation time balances as illustrated in 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 1<sup>st</sup> thereafter.

**Vacation Leave Benefit:**

Years completed from last hire date:		Accrual	Maximum number of days granted per year:
At least:	But less than:		
1 month	5 years	5/6	10
5 years	8 years	1 ¼	15
8 years	10 years	1 1/3	16
10 years	12 years	1 5/12	17
12 years	14 years	1 1/2	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 along with all other eligible employees.
3. As a result of the transition to this new method of vacation leave allotment, effective January 1, 2019, all employees, including those who exceed the maximum vacation allotment limit as of January 1, 2019, 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 leave is 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.

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 Human Resources Department 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 meeting eligibility requirements, as well as the 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 to an employee's estate upon the employee's death, (as applicable).
  - c) No pay for vacation time will be made if an employee voluntarily or involuntarily separates/terminates from employment with less than six (6) months of employment.
  - d) An employee that is terminated or involuntarily separated from County employment is not eligible for payment of accrued but unused vacation pay.

### **ARTICLE 13- SICK LEAVE, PERSONAL LEAVE, AND DISABILITY LEAVE**

1. **Sick Leave:** Effective March 1, 2001 the previous method of accumulating sick leave ended. All sick leave accumulated up to March 1, 2001 remains credited to each employee and is available for their use.
2. **Personal Leave:**

Each employee shall be credited with six (6) personal days annually, credited January 1<sup>st</sup> of each year. Personal days can accumulate to a maximum of 12 days, after which time no additional personal days will accrue until the accrued balance falls below the maximum.

  - a) Each new employee shall be credited with one (1) day of personal leave per month for their first six (6) months of employment.

- b) Any employee who resigns, or retires, and provides a 10 working day (2 week) written notice of such, (as described under Article 12-Vacation) shall receive payment for accrued but unused personal leave up to a maximum of six (6) days. An employee that is terminated or involuntarily separated from County employment is not eligible for payment for accrued but unused personal leave.
- c) An employee discharged by the County is not eligible for this payment at the time of separation. No payment for personal time will be made if an employee voluntarily or involuntarily terminates employment with less than six months of service.

**3. Disability Leave:**

- a) Employees must report all absences or tardiness, with as much notice as possible (one hour absent emergency circumstances) prior to the start of their scheduled shift, by contacting their immediate supervisor, department head, or designated representative, and an employee 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, sufficient information must be disclosed to ascertain eligibility under the Family and Medical Leave Act (FMLA). If an employee absence is related to a currently designated FMLA leave, an employee must indicate such when they call in for the notification of their absence. This applies regardless of whether or not an employee utilizes previously accrued sick leave or disability leave.
- b) Disability leave shall be credited to each employee on their date of hire, or adjusted hire date based on total time in service with Tompkins County as follows:

<b>Less than five years:</b>	75 days	<b>Greater than five years:</b>	115 days
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- i. The County may provide disability leave benefits through a self-insured plan or a private insurance carrier.
  - ii. Any employee appointed to a position that is less than 33% of the standard work hours of a position, or found to be working less than 33% of such a position, shall not be entitled to receive disability leave pay.
- 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 illness/injury 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 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. 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. 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. 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. 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. 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 a delay or denial of this benefit.
- 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 accrued paid leave prior to going into an unpaid leave status.
  - e) Disability leave shall not accrue while an employee is on any unpaid leave of absence, including a disability leave of absence.
  - 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 date 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.
  - 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.

- h) Prior to returning to work from any medical leave of absence (occupational and non-occupational), an employee is required to submit a physician's statement of release to return to work, containing sufficient details regarding the employee's fitness to return to work, and listing any restrictions or limitations. Such documentation will be reviewed by the County's Plan Administrator or Department of Human Resources designee as appropriate, to ensure the ability of an employee to safely return to work. Under no circumstances will an employee be allowed to return to work without providing this documentation for review in advance of their anticipated return date.
- i) The County shall have the right at its discretion to verify the report of an employee's physician concerning an employee's 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.
  - i. In the event an employee is unable to work due to an on-the-job (occupational) injury or illness, and a claim for Workers' Compensation is controverted by the County and/or carrier, such employee will be notified that the claim is being controverted, and will be informed that they may be eligible to apply for disability benefits during the period of absence until a determination about the claim is rendered. Said employee must follow the necessary procedures outlined above to apply for use of disability leave.
  - ii. The County reserves the right to file for ordinary or accidental disability retirement on behalf of a disabled employee if the employee is eligible for such benefit and it is deemed that the employee will be unable to return to full-time employment upon exhaustion of the employee's disability leave allotment.

#### **4. 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.

- a) Employees, at the time of injury, will be offered by the Human Resources Department a choice of either option i) or option ii) listed below:
  - i. The employee may collect bi-weekly pay benefits from the compensation insurance carrier as prescribed by the N.Y.S. Workers' Compensation Law. In this case, the employee would not be eligible to also draw against their accrued sick leave (if applicable); OR
  - ii. The employee collects full pay from the County by utilizing any remaining accrued sick leave balance they may have during their absence, or until such sick leave is exhausted, after which the employee would then transition to Workers' Compensation benefits for the duration of the employee's inability to work.

- iii. The County would file with the Workers' Compensation Board (WCB) for reimbursement to the extent of the employee's Workers' Compensation award for the period covered by the employee's sick leave pay. The employee's sick time would be pro-rated by dividing the amount of reimbursement obtained by the WCB by the employee's hourly salary at the time of incident (see example below), and if applicable, sick leave pay would be restored to an employee's account subject to receipt of reimbursement from the compensation insurance carrier.

Example:

Hourly Salary	\$15.00
Weekly Workers' Compensation Award	\$600.00

*Illustrative only: \$600.00/ \$15.00 per hour = 40 hours of sick leave restored.*

- iv. Sick leave, or other accrued paid leave used during a Workers' Compensation absence will be restored to an employee, upon the County's reimbursement from the Workers' Compensation Board, as illustrated in example above. Restored leave will be rounded, in accordance with the County's timekeeping practices, and will be based on an employee's hourly rate of pay at the time the absence commenced.
- v. Employees requesting direct payments from Workers' Compensation should contact the Benefits Administrator at the Department of Human Resources as soon as possible to initiate this process.

**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) 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 unpaid leave of absence may not claim any bereavement 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 (disability leave, vacation, sick, personal 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 an employee does not continue paying premiums as required to maintain health insurance coverage in good standing, such coverage may be terminated, and the employee will be notified of their rights under COBRA legislation. The employee will 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 their movement to the Work Rate of pay for the salary grade of their title.

## **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. In the event of the death of a co-worker from the same department, the department may approve 2.0 hours of paid leave for the purpose of attending calling hours or the funeral. 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), if required, must be signed and returned to the Human Resources Department within two days of returning to work, so that compensation is not delayed.

## **ARTICLE 16 - EMERGENCY CLOSING**

1. County operations can only be closed by official notification from the County Administrator in the case of an emergency situation or natural disaster. Most County departments are able to close, with certain exceptions, including Emergency Services and other departments depending on the nature of the emergency situation. Each County Department Head will identify and post a list of employees by title, who are considered to be “essential” under various emergency closing situations. Department Heads will develop a procedure for notifying such essential personnel regarding the need for the employees to report to work under emergency closing situations. When the County Administrator declares a County closure, employees will be paid as follows:
  - a) All employees (except those who are required to report to work under the above essential personnel procedures) not reporting to work due to an emergency closing before the work day begins will record as “hours worked” their regularly scheduled work hours for their position and department, based on a five (5) day work schedule.
  - b) Those employees who report to work, and remain at work on a day when County operations are open at the start of the work day, and then later close due to an emergency circumstance, will record their hours actually worked as well as hours “not worked” due to the County closure. Hours “not worked” shall be recorded as the time of the County closure through the end of their regularly scheduled work day, not to exceed their regularly scheduled hours (i.e. 7.0/7.5/8.0 etc.).
  - c) Those employees who report to work on a day when the County is later closed, but decide to leave work before the official closing time, will charge hours they actually worked, plus the amount of time which represents the point at which the County closure commenced, through the remainder of their regularly scheduled shift. Such employees must charge a fringe leave benefit for the period of time between when they left and when the County was officially closed. If they have no fringe benefit, they would not be paid for that time.
  - d) Those employees who, prior to the County closure, were absent due to scheduled sick, personal, vacation, holiday, or compensatory time, will record and be charged the leave benefit time they had scheduled for their scheduled work hours for that day.
  - e) Those employees who by their own choice do not report to work on a day when the County is open at the start of the work day but later closes, must record and charge a fringe leave benefit for the period of time representing their scheduled work hours for that day from their official start time based on their regular schedule, until the official time of the County closure, and may charge “hours worked” for the period of time from the time the County closed through the remainder of their regularly scheduled shift, not to exceed their normal work hours for that day.

## **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 work day not spent on jury duty, the employee will be expected to report to their place of work, and perform their regular County work. Those employees who work shifts other than the "day" shift, shall have their shift changed to the "day" shift in the event they are required to report for 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 I 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 that date shall be eligible for participation in the New York State Retirement System Plan (Tier) in effect upon their date of hire.
2. The membership Tier of all employees shall be in accordance with the applicable provisions of New York State Retirement and Social Security Law. All employees that are not eligible for a Retirement System pension under the provisions described in 1) above, will be covered by the provisions of Section 75-e, or the Retirement System Plan (Tier) in effect at the time of their hire, and may be required to make an employee financial contribution subject to the New York State and Local Employees Retirement System criteria for the Plan (Tier) for which they are eligible.
3. Death benefits will be provided 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 those plans that have been designated as being offered to Tompkins County employees, with exceptions noted below.
  - a) 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.
  - b) Employees hired on or after August 18, 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.
  - c) 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 1<sup>st</sup> of the month, and such date is a bona fide work day (Holiday’s 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.
  - d) 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.
  - e) All employees who participate in health care plans 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.

2. 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 will be provided to the Union.
3. Prescription drug co-pays vary per plan as selected by the employee.
4. 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.
5. CSEA Dental and Vision Plan -The County agrees to offer the CSEA dental and vision plans through the Greater Tompkins County Municipal Health Insurance Consortium as optional benefit offerings, and the premiums for such plans will be 100% employee paid through payroll deduction.
6. 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, which will hereby be known as either an HRA or an “Integrated” HRA (which refers to HRA’s associated with specific health insurance plans, as applicable. 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 August 18, 2015:

- 1) Effective January 1, 2018, the annual HRA deposit for eligible employees will be a fixed dollar amount equal to 5% of the 2018 health insurance premium rate for the PPO, Classic Blue or Platinum health plans respectively, and the amount will no longer increase annually.
- 2) An employee will become eligible for an annual HRA benefit on January 1<sup>st</sup>, following (five) 5 years of continuous service, provided they are otherwise eligible.
- 3) The funds for this HRA benefit will roll over from year to year if not exhausted during the plan year, and employees 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 1<sup>st</sup>, 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 1<sup>st</sup>, provided they are otherwise eligible.

B. Employees hired after August 18, 2015:

- 1) Employees hired after August 18, 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.
7. 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.
8. The CSEA and the County acknowledge that the County shall not be required to pay any Cadillac Tax or similar tax that may be required pursuant to the Affordable Care Act. In the event the County's offered health insurance plans are subject to the Cadillac Tax, or similar tax required by the ACA, the parties shall enter into negotiations as soon as practicable in order to reach an agreement on this matter. If the parties are unable to reach an agreement on this matter, the impasse resolution mechanism provided in Civil Service law may be enacted by either party. During such time, if the Cadillac Tax, or any other tax, is required, the employee shall bear the cost of the tax or shall be permitted to enroll in another County offered health insurance plan during the annual benefit open enrollment period.

#### **ARTICLE 20 - REST PERIODS**

All employees will be allowed a twenty-minute rest period during each full shift they work. Upon approval from the supervisor, rest periods may be used to extend meal periods, but may not be used to shorten the work day.

#### **ARTICLE 21 - MEAL PERIODS**

For each full shift the employee works, the employee shall be required to take a meal period in accordance with the Fair Labor Standards Act and NYS DOL wage and hour laws. Such meal period may not be used to shorten the work day. The Department Head is ultimately responsible for scheduling and compliance with meal periods.

#### **ARTICLE 22 - 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, Veteran status, sexual orientation, or other protected class.

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 White Collar 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 shall promptly notify the Commissioner of Human Resources of any subsequent changes.
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 written agreement of both parties.
5. The employee, employee representative or the Local 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 notify their supervisor of their attendance at said hearing.
6. The CSEA Field Representative and agents of CSEA shall notify the Department Head on arrival of their presence and the reason for said visit.
7. 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. These CSEA designated bulletin boards shall be of a dimension no smaller than three feet by three feet and located in such areas that are frequented by the majority of employees represented by the CSEA.
8. 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 ARTICLE, and to advise its members when necessary for any abuse of this privilege.
9. CSEA representatives as designated above shall be compensated at their regular rate of pay for conducting authorized CSEA business that occurs during regularly scheduled work hours, upon proper notification to their Department Head or designee. If the conduct of authorized CSEA business extends beyond scheduled work hours, there shall be no additional pay.
10. 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, with a limit of no more than 5% of the membership of a department of 35 or more employees at one time. For departments of less than 35 employees, a limit of 1employee per department at one time has been established. The employee may alternatively charge off such time against compensatory time off, vacation time or personal time. There will be a maximum limit of five (5) days per person per year.
11. The County agrees to provide to the CSEA White Collar Unit, free of charge, a biweekly listing of all active White Collar Union Members and Agency Shop Fee Payers. 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.

12. The County agrees to provide the CSEA a copy of the County's Administrative Policy manual and a copy of all additions/changes to the County Administrative Manual, within a reasonable period of time after such request is made.
13. Upon request, an employee shall be allowed the presence of a Union representative at any meeting between an employee and their Manager/Supervisor, when such meeting is for the purpose of disciplinary action or upon the realization that such discussion is likely to result in disciplinary action, in which case an employee shall be allowed to reasonably suspend such a meeting and seek adequate representation. Employee counseling does not constitute discipline, and regular and customary dialogue between a Manager/Supervisor and an employee does not necessitate a need for union representation.

### **ARTICLE 23 - PERSONNEL FILES**

Each employee shall be given copies of all job evaluations and performance related documents that are placed in the employee's personnel file. An employee shall have the opportunity to sign, date and submit any response an employee desires to the evaluations and performance related documents. The employee's personnel files are those in the County's Human Resources Department. . The only recognized personnel file is that which is kept in the Human Resources Department, and only the contents of that file may be the basis of disciplinary action or denial of promotion. An employee has the right to review their personnel file by scheduling an appointment with the Human Resources Department, who will accommodate such requests as expeditiously as staffing allows. Each employee shall be given a copy of all new performance related documents that are placed in their personnel file.

### **ARTICLE 24 - 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 25 - PROMOTION**

1. Promotion is defined as the movement of any employee from his/her present position to any higher rated position, regardless of department, and in accordance with Civil Service Law and Tompkins County's Local Civil Service Rules (Rules).
2. Competitive, non-competitive and labor class jobs will be filled in accordance with Civil Service Law and Rules.
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 a summarized list.
4. 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 submit an application for any County position vacancy through the online application process shall receive a response regarding the status of their application and candidacy.



## **ARTICLE 26 – EMPLOYMENT SEPARATION**

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 (2) years of continuous service with the County.
2. In the case of a lay-off which involves competitive class employees, Rule XXV of the Tompkins County Civil Service Rules shall apply.
3. In 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; using total County service as the primary criteria;
  - b) thereafter, permanent employees will be laid off using seniority as the primary criteria.

## **ARTICLE 27 - LABOR MANAGEMENT MEETINGS**

Either party may schedule a labor management meeting by giving two (2) weeks 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 (1) week prior to the date of the meeting. The Union will be represented by the following only: president or his/her designee of the unit or local and representatives of the County Departments or units that they feel are necessary to discuss items on the agenda. The Commissioner of Human Resources or their designee must be present, and may have whomever else present they feel are necessary to discuss items on the agenda.

## **ARTICLE 28 - STATE OCCUPATIONAL SAFETY AND HEALTH ACT**

The County will conform with the provisions of the State Occupational Safety and Health Act (SOSHA).

## **ARTICLE 29 – NEW HIRE ORIENTATION**

The County agrees to conduct an orientation program on the first day of employment. Newly hired employees are provided with an array of information pertaining to employee benefits, policies and procedures, required notices, and more. The CSEA Union shall be provided with a blank copy of the County's New Hire Orientation Checklist upon request.

The new employee will be given a copy of the MSD-428 "Report of Personnel and Supplementary Payroll Certification" form, containing information regarding their appointment. Employees will also be provided with copies of any subsequent MSD-428 forms containing information pertaining to personnel changes related to their employment.

## **ARTICLE 30 - CHILD ABUSE PREVENTION**

All present and future employees involved in regular and substantial contact with children as part of their regular job duties will be required to submit all information required to comply with the Child Abuse Prevention Act of 1985 and Section 424 of the New York State Social Services Law.

## **ARTICLE 31 - SMOKING POLICY**

In accordance with Tompkins County Administrative Policy 01-23, there will be no smoking in any county owned, leased or rented buildings, structures, parking lots, entrance lanes, sidewalks, or landscaped areas. There will be no smoking in county owned or leased vehicles or in privately owned vehicles parked on county property.

## **ARTICLE 32 - SETTLEMENT**

A copy of this settlement, including the grievance procedure, will be made available electronically to all present employees and to all new employees upon beginning employment. The cost of printing the settlement between the County and the Union will be borne by the County.

## **ARTICLE 33 - 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 34 - DISCHARGE OR DISCIPLINE**

1. No employee covered under Section 75 of the New York State Civil Service Law 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 ARTICLE, 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. Said employees shall include:
  - a) All permanent competitive class employees and those employees as defined in ARTICLE 26.1 of this agreement.
  - b) An employee shall have the right to choose either but not both alternative procedures to grieve such disciplinary action.
2. In the event that a Department Head sees fit to impose disciplinary action on an employee, a notice of such disciplinary decision shall be made in writing and served on the employee and the Commissioner of Human Resources. The specific act(s) alleged that warrant disciplinary action and the proposed sanction(s) shall be specified in the note of discipline.
  - 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 eight 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 the employee must file written notice specifying their choice of procedure, subject to the provisions of this ARTICLE, with the employer and the Union no later than the eighth 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.

## **ARTICLE 35 - 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 Civil Service Employees Association, Inc., AFSCME Local 1000, AFL/CIO, Tompkins County Local 855, the Tompkins County White Collar Unit.
- 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 Saturdays, 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 of 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 which 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 department head 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**

- a) 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

##### a) Step 1 - Department Head Stage

- i) An employee or the Union shall present the grievance orally or in writing to the employee's department head within ten (10) days after the grievance occurs. Said department head 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 the Commissioner of Human Resources or his/her designee. Said department head shall reply to the employee or the Union, in writing, within ten (10) days of the submission of such grievance.
- ii) 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 immediately be sent to the Commissioner of Human Resources. Said memorandum shall remain filed permanently in the employee's file.

##### b) Step 2 - Commissioner of Human Resources or designee

- i) In the event an employee or the Union wishes to appeal an unsatisfactory decision at Step I, the appeal must be presented to the Commissioner of Human Resources within ten (10) days from the receipt of the Step I 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 the close of said hearing.

##### c) Step 3 - Arbitration Stage

- i) 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 Rules and Procedures of the Public Employment Relations Board.
- ii) 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.
- iii) 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.
- iv) 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.

- v) The arbitrator shall have no power to add 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.
- vi) vi) 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 36 - REWARD AND RECOGNITION**

Effective 11/1/2015 the cost of the dinners and awards for 25-year club members, inductees and their guest, 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 37 - 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 38 - ADOPTION**

These provisions were adopted by the Tompkins County Legislature on March 20, 2018 through Resolution No. 2018-62.

## APPENDIX A

### ALTERNATE DATES FOR CIVIL SERVICE EXAMS

1. 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 Human Resources 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 Human Resources Department. 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 Human Resources. 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.
2. Acceptable reasons for rescheduling will be:
  - a) 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)
  - b) Saturday Sabbath Observance (present a letter from your religious leader)
  - c) 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)
  - d) 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)
  - e) 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.)
  - f) Required court appearances (present your letter)
  - g) As an accommodation for handicapped individuals (present appropriate documentation)
  - h) 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)

- i) 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)
- j) 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 Human Resources will be the final authority in the approval of requests. This policy supersedes and replaces any prior policy. 05/27/97

#### Side Letter

Employees will continue to be eligible to apply for - at no cost to the employee -monthly transit passes with a value equal to the prevailing monthly pass rate.



































# SIGNATURE PAGE

FOR THE COUNTY

FOR THE UNION

Glen Morey  
Glen Morey, Legislator

Date

Doug Perrine  
Doug Perrine, President

5/24/18  
Date

Jason Molino  
Jason Molino, County Administrator

3/5/18  
Date

(out on leave)  
Abigail Bixby, Vice President

Date

Amy Guerri  
Amy Guerri, Commissioner of HR

3/5/18  
Date

Stephanie Engster  
Stephanie Engster, CSEA LRS

6/5/18  
Date

Frank Kruppa  
Frank Kruppa, Public Health Director

6/5/18  
Date

Iretta Ellis  
Iretta Ellis, Union Member

6/4/18  
Date

Aime Hendrix  
Aime Hendrix, Dir. of Youth Services

6/6/18  
Date

Josh Nally  
Josh Nally, Union Member

6/5/18  
Date