

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into this 24th day of July, 2021 between the **COUNTY OF TOMPKINS**, hereinafter referred to as "County" and the **CIVIL SERVICE EMPLOYEES' ASSOCIATION Inc., LOCAL 1000, AFSCME, AFL-CIO, LOCAL 855 TOMPKINS COUNTY, TOMPKINS COUNTY WHITE COLLAR UNIT 8900** hereinafter referred to as "CSEA".

WITNESSETH:

WHEREAS, the County and CSEA have discussed certain language in the CSEA White Collar contract regarding on-call provisions for Tompkins County Mental Health employees, and

WHEREAS, the collective bargaining agreement (herein referred to as "Agreement") has specific language regarding overtime compensation in Article 5, Section 8 for specific employees, and

WHEREAS, the County and CSEA have agreed to said terms and conditions,

NOW, THEREFORE, it is agreed as follows:

1. Article 5, Section 9c(i) of the Agreement shall be amended as follows:

a) The following language will be stricken:

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

b) The following language will be inserted in its place:

Lead Crisis Clinician (Primary) Responder:

- 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. Employees will be paid at straight time when providing remote services.
- v. Employees will be paid at one-and-one-half times their regular rate of pay for all "On Call Worked" hours worked in the field. Neither "On Call Available" hours (defined in 9c. i, ii, and iii above), "On Call Worked" hours, nor straight time for remote services will count in the calculation of weekly overtime.

Crisis Support Staff (Secondary) Responder

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7/24/2021

- i. One- and one-half hour (1.5) of pay at the employee's regular compensation rate for each day of on call time from Monday through Friday.
 - ii. Two- and one-half hours (2.5) of pay at the employee's regular compensation rate for each day of on call time for Saturday and Sunday.
 - iii. Four (4) 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. Employees will be paid at straight time when remote services are provided.
 - v. Employees will be paid at one-and-one-half times their regular rate of pay for all "On Call Worked" hours worked in the field. Neither "On Call Available" hours (defined in 9c. i, ii, and iii above), "On Call Worked" hours, nor straight time for remote services will count in the calculation of weekly overtime.
2. Article 5, Section 9c(vii) of the Agreement shall be amended as follows:
 - a. The following language shall be stricken: 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.
 - b. The following language shall be inserted in its place: 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 qualified staff from the Tompkins County Mental Health Department.
3. This Memorandum shall remain in place until December 31, 2021.
4. This Memorandum of Agreement shall represent the full and complete agreement between the parties.
5. The parties hereby acknowledge that each has read this Memorandum of Agreement, that each party fully understands its contents, and that each party sign the same and entered into this Agreement voluntarily.

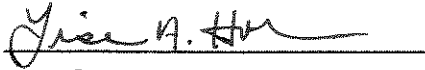
[Signature page follows]

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7/12/2021

SIGNATURE PAGE

Date: 7/13/2021

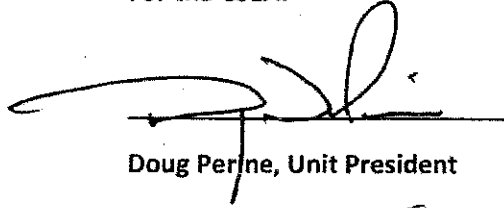
For the COUNTY:



Lisa Holmes, Interim County Administrator

Date: 7/13/2021

For the CSEA:



Doug Perine, Unit President



Stephanie Engster, Labor Relations Specialist