

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the representatives for the County of Tompkins (hereinafter “Employer”) and the Tompkins County Unit 8900-01 of the Civil Service Employees’ Association, Inc. Local 855, AFSCME, AFL-CIO American Federation of State, County & Municipal Employees Blue Collar Unit (hereinafter “Union”) and referred to collectively as the parties.

WHEREAS, the Employer and Union are parties to a collective bargaining agreement for the period of January 1, 2018 through December 31, 2023; and

WHEREAS, the parties have now reached an agreement as of the date of execution of this Memorandum of Agreement on the terms and conditions for a successor collective bargaining agreement for the period of January 1, 2024 through December 31, 2026, and wish to memorialize their understanding, in writing, pending the signing of a new collective bargaining agreement.

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

1. The parties agree that all terms and conditions of the collective bargaining agreement which expires on December 31, 2023, shall remain in full force and effect except as agreed to modified herein.
2. **Compensation, Article 4.2**, shall be modified to make the following Market Rate adjustments, effective in the pay period beginning October 1, 2023, for the following titles:

| | County Proposal | |
|--|-----------------|----------------|
| | Revised Hourly | Revised Annual |
| BC2 Living Wage 7804 Seasonal Worker | \$16.81 | \$34,964.80 |
| BC5 RECLASS TO BC6 7801 Cleaner | \$22.07 | \$43,036.50 |
| BC7 7141 Recycling Driver 7805 Maintenance Worker | \$23.27 | \$48,401.60 |
| BC8 7803 Senior Cleaner | \$23.79 | \$49,483.20 |

| | | |
|--|---------|-------------|
| 7865 Facilities Shopkeeper RECLASS TO 9 | \$25.29 | \$52,603.20 |
| 7863 Maintenance Mechanic RECLASS TO 10 | \$26.55 | \$55,224.00 |
| 7809 Motor Equipment Operator | | |
| BC9 | \$25.29 | \$52,603.20 |
| RECLASS TO 10 | \$26.55 | \$55,224.00 |
| 7856 Equipment Service Technician RECLASS TO 11 | \$27.20 | \$56,576.00 |
| 7813 Sign Mechanic 7810 Heavy Equipment Operator | | |
| BC11 | \$27.20 | \$56,576.00 |
| RECLASS TO 12 | \$28.59 | \$59,467.20 |
| 7849 Heavy Equipment Mechanic 7864 Carpenter RECLASS TO 13 | \$30.71 | \$63,876.80 |
| 7812 Welder | | |
| BC12 | | |
| RECLASS TO 14 | \$34.29 | \$71,323.20 |
| 7841 Highway Crew Supervisor | | |
| BC13 | \$30.71 | \$63,876.80 |
| 7136 Cleaning Operations Supervisor RECLASS TO 14 | \$34.29 | \$71,323.20 |
| 7861 General Maintenance Supervisor 7808 Senior Heavy Equipment Mechanic 7822 Electrician 7862 HVAC System Technician | | |
| BC14 | \$34.29 | \$71,323.20 |
| 7449 Waste Reduction & Recycling Coordinator RECLASS TO BC15 | \$36.00 | \$74,880.00 |
| 7376 Senior HVAC Systems Technician | | |

3. **Compensation, Article 4.2**, shall be modified to reflect the following (after the adjustments in paragraph 2 are made):

- Effective January 1, 2024 – 3% increase.
- Effective January 1, 2025 – 3% increase

- Effective January 1, 2026 – 3% increase.

4. **Longevity, Article 4.3**, shall be modified as follows:

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

5. **Sick Leave, Article 12**, shall be modified as follows:

Accumulation of Sick Leave Time

Each employee working the standard work week shall accumulate sick leave time at the rate of ~~one day per month~~ 1.083 days per month (Total of 13 days annually). (See Article 9 - Benefits Applicability for rule governing sick leave time for employees working other than the standard work week.) Updated accrual of sick leave time is not available for use until posted on the pay stub following the end of the pay period in which the update occurs.

- a) The maximum amount of sick leave that may be accumulated by any employee is 180 days as of 1/1/08. Employees with an accumulated sick time balance of 180 days will not accumulate any more sick time until their balance drops below 180 days through their use of some of the sick time.
- b) Employees on unpaid leave of absence shall not accumulate sick time during the leave (See Article 14- Unpaid Leave of Absence).

Use of Sick Time

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

- a) A maximum of ~~five~~ six days of the ~~twelve~~ thirteen sick days per anniversary year may be used for personal business or family illness except after notice of termination has been filed. Prior approval by the department head or ~~his/her~~ designee is required for leave for personal business. Employees must report to the department head or ~~his/her~~ designee as soon as possible for leave for family illness. Personal days will not accumulate from year to year.
- b) A maximum of two of the ~~twelve~~ thirteen sick days per anniversary year may be used to extend bereavement time when taken in conjunction with

Bereavement - Article 15 of this contract.

c) Per Facilities departmental policy, cleaning and maintenance staff who call in sick when earned sick leave has been exhausted will not be paid for their absence(s) from work. Accrued fringe cannot be used to supplement work week. In extenuating circumstances, the department head has the discretion to allow use of available fringe to supplement the work week to avoid unpaid status.

6. **Clothing Allowance, Article 34**, the portions below shall be modified as follows:

All County employees who do not receive uniforms will be paid a ~~\$450.00~~ \$600.00 per year clothing allowance. This clothing allowance includes ~~\$200.00~~ \$300.00 towards the purchase of safety shoes/boots.

All other employees (those who are provided uniforms) shall be paid a ~~\$200.00~~ \$300.00 per year safety shoe/boot allowance.

The full clothing and boot allowance shall be paid to incumbents of titles deemed necessary by their departments whose daily assignments, duties and responsibilities require special protective or durable clothing to perform field work subject to inclement weather and/or unsanitary/unhygienic environmental conditions. Titles shall include but are not limited to titles listed in Exhibit C

~~See Exhibit D for incumbents of specific job titles entitled to clothing and boot allowance.~~

7. **Exhibit C, Titles That Receive Clothing and Boot Allowance**, shall be modified as follows:

EXHIBIT C - TITLES THAT RECEIVE CLOTHING AND BOOT ALLOWANCE

Individuals in the following job titles are to receive ~~\$450~~ \$600 annually (~~\$200~~ \$300 for safety toed boots/shoes allowance, plus the cash equivalent of uniforms in the amount of ~~\$225~~ \$300 which includes ~~and~~ the equivalent of orange tee shirts for \$25); Asterisk (*) denotes Safety Shoe/Boot only.

- SIGN MECHANIC
- MOTOR EQUIPMENT OPERATOR
- HEAVY EQUIPMENT OPERATOR
- WELDER
- HIGHWAY CREW SUPERVISOR
- SENIOR HIGHWAY CREW SUPERVISOR
- HIGHWAY TECHNICIAN

CLEANER
SENIOR CLEANER
CLEANING OPERATIONS SUPERVISOR
CARPENTER
MAINTENANCE MECHANIC
MAINTENANCE WORKER
HVAC SYSTEMS TECHNICIAN
SENIOR HVAC SYSTEMS TECHNICIAN
ELECTRICIAN
SOLID WASTE ENFORCEMENT OFFICER
ASSISTANT RECYCLING SPECIALIST*
WASTE REDUCTION AND RECYCLING SPECIALIST *
SENIOR MAINTENANCE WORKER
FACILITIES SHOPKEEPER
BRIDGE MECHANIC
SENIOR SIGN MECHANIC
GENERAL MAINTENANCE SUPERVISOR
RECYCLING ASSISTANT
RECYCLING DRIVER
WASTE REDUCTION & RECYCLING COORDINATOR

Individuals in the following job titles are to receive ~~\$225~~ \$325 annually (~~\$200~~ \$300 for safety toed boots/shoes and the \$25 equivalent of orange tee shirts; uniforms are also provided to these individuals). ~~In addition, effective April 10, 2007, and every third year thereafter, individuals in these titles will receive an additional \$50.00 toward the purchase of a work jacket. Since the work jackets are not required by the employer, anything purchased by the employee may be suitable for everyday wear, it is understood that this is a taxable benefit.~~

The County will continue its practice of providing safety reflective work jackets to applicable employees:

HEAVY EQUIPMENT MECHANIC
EQUIPMENT SERVICE TECHNICIAN

EMPLOYEES OF RECYCLING MATERIALS MANAGEMENT~~SOLID WASTE~~: The Department of Recycling Materials Management ~~Solid Waste~~ shall provide protective/field clothing for employees engaged in field activities.

8. **Tool Reimbursement, Article 35**, shall be modified as follows:

Employees in the titles Heavy Equipment Mechanic, Senior Heavy Equipment Mechanic and Equipment Service Technician shall be eligible for a tool reimbursement of ~~\$800~~ \$1,500 as of their anniversary date.

9. **Discharge or Discipline, Article 38**, shall be modified as follows:

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

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. Disciplinary action imposed by a Department Head will be limited to twelve (12) months from the date the Department Head became aware of the occurrence.

10. **Cost of Living Adjustment** – Add the following language:

“If CPI-W, unadjusted, for the twelve-month period prior to September of 2024, 2025, or 2026 equals or exceeds 4% above the scheduled wage rate increases set forth above, then the parties will meet and confer regarding wages.”

11. **Add a new section 4.11 - Training Pay**, to read as follows:

Experienced Highway Department employees who are designated as training officers for required specialty training/certification by the Department Head or Supervisor shall receive one (1) hour of straight time pay for every eight (8) hours that they are assigned as a Training Officer. The additional hour earned does not count as an hour worked for the purposes of determining overtime eligibility.

12. **Add a new section 4.12 – Class “A” Commercial Driver’s Licenses** – to read as follows:

Employees in the following titles who have obtained and maintained a Class “A” Commercial Driver’s License (CDL) during the employment period shall be eligible for a payment in the amount of \$1,000 to be paid out on during the first month of the calendar year. This payment will be included as wages for the purposes of determining the applicable overtime rate. A photocopy of the Class “A” CDL must be delivered to the Human Resources Department by the last pay period in October as verification for payment.

This provision is not intended to cover required licenses or statutory and professional licenses that are required by the minimum job requirements.

Motor Equipment Operator
Heavy Equipment Operator

Road Crew Supervisor
Equipment Service Technician
Heavy Equipment Mechanic
Senior Heavy Equipment Mechanic

13. The title of **Section 4.8, Call-In Time**, shall be changed to "On-Call/Call-In Time", and subsection (c), shall be modified as follows:

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

i. Employees who hold the title of Senior Highway Crew Supervisor or Highway Crew Supervisor (herein referred to as "Supervisor") will be responsible to respond when and as needed.

ii. A monthly calendar, agreed to by the Supervisors and approved by the County Highway Director, will be maintained indicating which employee is assuming the on-call coverage.

iii. During certain times of the year, weather conditions or emergency situations could require more than one Supervisor to be on-call in order to cover the East and West sides of the County.

iv. One or more Supervisors will be assigned to be on call each week from Monday at 7:00 a.m. until the following Monday at 6:59 a.m. from November 1st (or the closest Monday thereto) through April 1st (or the closest Monday thereto). A Supervisor who is assigned to be on call during this period will receive \$30/weekday, \$45/weekend day, and \$60/holiday listed in Article 10.1. Supervisors are permitted to swap all or a portion of their assigned on-call week amongst themselves, but only the Supervisor assigned on-call for that week will receive the on-call payment. The Supervisor assigned on-call will be responsible for advising the Department if another Supervisor is covering their on-call assignment.

~~iv.~~ v. If a Supervisor is called upon to respond to a situation, he/she will not receive 0.5 hour of travel time but will be compensated for all other time required to address the situation as either: compensation for the appropriate hourly rate of pay for the time actually worked, or accrue the hours worked as compensatory time.

~~v.~~ vi. If a situation requires that additional staff members be called upon to assist, the Supervisor will follow the call-in list maintained for the Caswell Road and Bostwick Road facilities respectively.

~~vi.~~ vii. The supervisor on-call will be provided with a Highway Division vehicle, communication equipment and/or the necessary tools to use while assuming on-call

activities. Personal use of the vehicle will be allowed as specified in Tompkins County Administrative Policy 01-28 (Vehicles.)

vii. vii. Any related tax implications are the responsibility of the individual.

14. **Overtime Compensation, Article 4.7**, shall be modified as follows:

a. All overtime must be prior approved by a department head or designee. The County will pay overtime in accordance with the Fair Labor Standards Act as long as said act has legal force and effect over the County. Payment beyond the provisions of the Fair Labor Standards Act may be provided for in this contract. All paid hours will be counted when computing overtime. A signed agreement may be made between the employee(s) and their department head or designee for the time worked over 40 hours to be accrued at time and one half compensatory time.

b. Except for emergency situations, no employee shall work overtime unless overtime is necessary, and said employee has obtained prior approval by the appropriate Department Head or their designee.

~~e. For non exempt employees, by default, per FLSA, time and a half will be paid for all hours worked over 40 in any work week. A signed agreement may be made between the employee(s) and their department head or designee for the time worked over 40 hours to be accrued at time and one half compensatory time.~~

~~d. For non exempt employees working less than a 40 hour work week, all hours worked over their scheduled hours and up to 40 hours will be earned at straight time compensatory time.~~

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

~~f. d.~~ The employee is responsible to request and obtain approval to take accrued compensatory time off. An employee may suggest to their Department Head or their designee up to three (3) dates during which the employee would like to use their accrued compensatory time. The

Department head will give consideration to the employee's suggested dates and show a good faith effort to grant said time off as requested by the employee. The sole and final responsibility for approval of compensatory time off remains the prerogative of the Department Head.

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

15. **Travel Expense Reimbursement, Article 5**, the portions below shall be modified as follows:

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

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

16. **Holidays, Article 10**, shall be deleted and replaced in full by the following:

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

| HOLIDAY | 2024 | 2025 | 2026 |
|-----------------------------------|-------------------|-------------------|-------------------|
| New Years Day | January 1, 2024 | January 1, 2025 | January 1, 2026 |
| Martin Luther King Jr. Day | January 15, 2024 | January 20, 2025 | January 19, 2026 |
| Presidents' Day | February 19, 2024 | February 17, 2025 | February 16, 2026 |
| Memorial Day | May 27, 2024 | May 26, 2025 | May 25, 2026 |
| Juneteenth | June 19, 2024 | June 19, 2025 | June 19, 2026 |
| Independence Day | July 4, 2024 | July 4, 2025 | July 3, 2026 |

| | | | |
|--|-------------------|-------------------|-------------------|
| Labor Day | September 2, 2024 | September 1, 2025 | September 7, 2026 |
| Indigenous People's Day/ Columbus Day | October 14, 2024 | October 13, 2025 | October 12, 2026 |
| Veterans Day | November 11, 2024 | November 11, 2025 | November 11, 2026 |
| Thanksgiving Day | November 28, 2024 | November 27, 2025 | November 26, 2026 |
| Day after Thanksgiving | November 29, 2024 | November 28, 2025 | November 27, 2026 |
| Christmas Day | December 25, 2024 | December 25, 2025 | December 25, 2026 |

17. **Health Insurance, Article 19(2)(b)** shall be amended as follows:

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

All participants shall receive the following cash incentives for achieving wellness targets based on their annual wellness program results:

Family plan cash incentive:

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

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

Individual plan cash incentive:

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

Maximum incentive that can be earned for a family plan is \$3,500 and maximum incentive that can be earned for a individual plan is \$1,500. Payment of cash incentives shall be paid to participating employees no later than August 31st in the month following completion of health screening.

If an employee misses one or more of the target ranges, they will have the opportunity to earn credit for the range(s) missed by engaging in free health coaching with Integrated Health 21 (IH21) or other comparable providers.

Coaching sessions are approximately thirty (30) minutes in length and can take place over the phone or via video (telehealth). Sessions may be scheduled as convenient for the individual, including evenings and weekends. The coaching period shall be concluded by June 30th each year.

Opportunities to earn n credit for missed ranges are as follows:

- If an employee doesn't meet 1-2 of the target ranges (aside from nicotine use) they will have the opportunity to complete one (1-) health coaching sessions to earn credit for the missed range(s).
- If an employee doesn't meet 3-4 of the target ranges (aside from nicotine use) they will have the opportunity to complete 3-4 health coaching sessions over a twelve (12) week period to earn credit for the missed ranges.
- If an employee currently uses nicotine, they will have the opportunity to complete an eight (8) week smoking cessation program to earn credit for this category.
- It still stands that if an employee has a health condition that they feel makes them unable to meet a standard target range for an incentive category, they may apply for an exemption through their physician, and this will be handled through IH 21 or other comparable provider.

The parameters for the testing period are expected to run from on or about the last full two weeks of February through the month of March and the testing provider expects that results will be generated back to employees within a week of being tested.

The testing provider will compile and send HR the complete report of employees who participated and how many parameters they met, either initially, through coaching, or through a physician's exemption, by July 15th. HR will then submit the finalized list to payroll to process payment to employees in the way they choose.

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

1. Lump sum payment by check, subject to applicable payroll tax deductions (FICA); or
2. Tax deferred (Federal and State – FICA and Medicare taxes still apply) deposit into deferred compensation plan, subject to execution of appropriate documentation, as well as IRS caps in place for each year; or
3. Pre-tax deposit into employee's Health Reimbursement Account (HRA), the amount of which will accumulate, and may be used until exhausted. (Additional guidelines related to HRAs can be found under section 5 below).

Employees shall notify the Human Resources Department by June 30th of their option for receiving incentive payments. If an employee does not provide notification to Human Resources by this date, the default option will be a pre-tax deposit into the employee's Health Reimbursement Account (HRA.)

To be eligible to receive the payment, the employee must be employed by Tompkins County, covered by the CSEA Blue Collar Unit CBA, and enrolled in the Platinum plan as an active employee at the time payment is processed (typically in the month of July.)

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

18. Change "Division" to "Department" and "Divisions" to "Departments" throughout the contract.
19. Change all gendered language (his/her, he/she, etc.) throughout the contract to "employee" or "their."

20. Incorporate the existing practice regarding retiree health insurance into the contract by modifying Article 19(10) and adding a new Article 19(11) as follows:

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

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

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

to keep dependent care coverage. Retiree will pay 50%; County will pay 50%.

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

Eligibility

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

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

Available Plans

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

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

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

Cost-Sharing

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

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

Lisa Holmes, County Administrator, Tompkins County

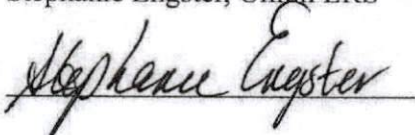
Date



11/17/2023

Stephanie Engster, Union LRS

Date



11/17/2023

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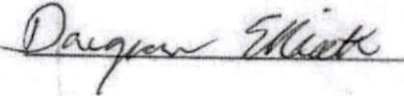
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NB ~~Nathan~~ Bates, Union Negotiation Team Representative



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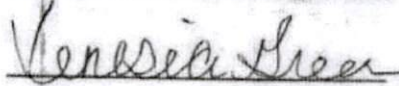
Daequan Elliot, Union Negotiation Team Representative



Date

11/20/23

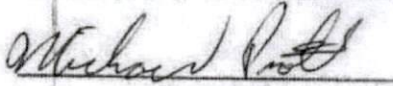
Venesia Green, Union Negotiation Team Representative



Date

11/27/23

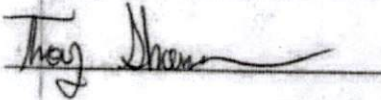
Michael Piotti, Union Negotiation Team Representative



Date

11-21-23

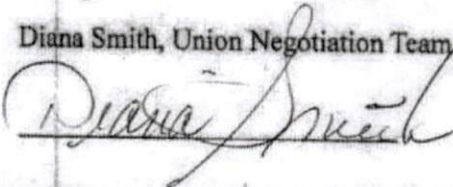
Troy Sherman, Union Negotiation Team Representative



Date

11/20/23

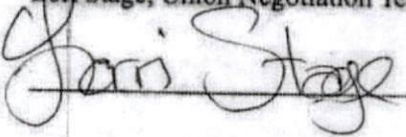
Diana Smith, Union Negotiation Team Representative



Date

11/20/23

Lori Stage, Union Negotiation Team Representative



Date

11-20-23

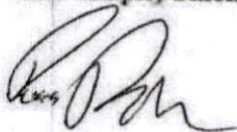
William Swagler, Union Negotiation Team Representative



Date

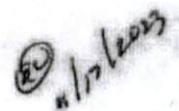
11-20-2023

Ross Temple, Union Negotiation Team Representative

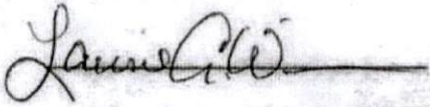


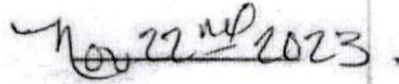
Date

11-20-2023

 11/20/2023

FINAL 11.16.23





Laurie Williamson, Union Negotiation Team Representative

Date