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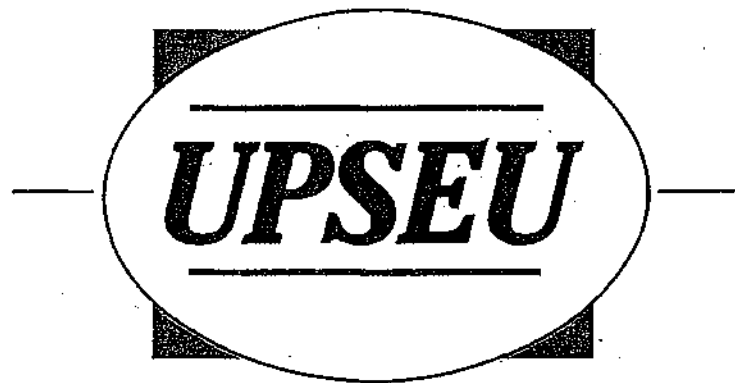
WC 7057

COLLECTIVE BARGAINING AGREEMENT

By and Between

COUNTY OF ONEIDA

and



**UNITED PUBLIC SERVICE EMPLOYEES UNION
(White Collar Unit)**

January 1, 2011- December 31, 2013

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SALARY SCHEDULES

ARTICLE 1 APPLICABLE LAW

The Public Employees' Fair Employment Act, the other provisions of the Civil Service Law, state laws and the local laws of the County of Oneida not inconsistent with said Act, shall govern the terms and provisions of this Agreement.

ARTICLE 2 RECOGNITION

- 2.1 In or about 1995, the United Public Service Employees Union ("UPSEU"), filed a petition with the New York State Public Employment Relations Board ("PERB") seeking to represent a unit of employees of the County of Oneida and the Mohawk Valley Community College. Said unit was certified by PERB on January 31, 1996.
- 2.2 The County hereby acknowledges that UPSEU shall be the sole and exclusive bargaining representative for the purpose of establishing salaries, wages, hours, and other terms and conditions of employment through collective negotiations and the administration of grievances arising thereunder for members of the defined bargaining unit. It is further expressly understood that the term "County" as used herein shall mean either the County of Oneida and/or Mohawk Valley Community College ("MVCC") as context requires.
- 2.3 UPSEU represents employees of the County holding a budgeted regular full-time position in a title reflected in Appendix A -- Grade Classification.
- 2.4 All part-time, temporary, seasonal, and casual employees shall be excluded from the bargaining unit. All employees who fill positions within the jurisdictional classifications of exempt or unclassified as defined by the Oneida County Civil Services Rules shall be excluded from the bargaining unit. All other County officers and employees not listed in Appendix A shall be excluded from the bargaining unit.

ARTICLE 3 EXCLUSIVITY

UPSEU shall have the right to represent employees in the defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act, and under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement; to designate its representatives and to appear before appropriate officials of the County to affect such representation, unless otherwise provided by law; to direct, manage, and govern its own affairs; to determine those matters which the membership wish to negotiate and to pursue these objectives free from any unlawful interference, restraint, coercion or discrimination by the County. UPSEU shall have the right to pursue any matter or issue in any court of competent jurisdiction, whichever is appropriate, unless it is expressly and specifically abridged, delegated or modified by this Agreement, or unless otherwise provided by law.

ARTICLE 4 MANAGEMENT RIGHTS

It is agreed that the management officials of the County retain the right to direct employees, to hire, promote, transfer, discipline, subject to law and the terms of this Agreement; to maintain the efficiency of operations entrusted to them; to determine the methods, means and personnel by which said operations are to be conducted, and to take whatever action is deemed necessary to carry out the mission of the applicable department in cases of emergency; provided that such rights shall not be exercised in violation of other sections of this Agreement or in violation of any law.

ARTICLE 5 LABOR/MANAGEMENT MEETINGS

Meetings between representatives of the County and no more than three (3) representatives of UPSEU, including any outside representatives, on employment related matters and methods of improving the relationship between the parties will be arranged upon reasonable request of either party. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. Such meetings shall be held quarterly (January, April, July, October). Employees acting on behalf of UPSEU shall suffer no loss of time or pay should such meetings fall within their regular work hours.

ARTICLE 6 MEMBERSHIP DUES AND UNION SECURITY

- 6.1 Following receipt by the County of a signed authorization form from the employee, the County shall deduct from the wages of each employee the regular membership dues and union sponsored insurance and benefit program premiums for those employees authorizing such deductions of UPSEU. UPSEU shall notify the County by certified mail in advance of the amount of uniform dues to be deducted. The deductions shall be remitted to United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779. No other employee organization shall be accorded such payroll deduction privilege for members of this bargaining unit to the fullest extent required by the Taylor Law.
- 6.2 The County shall deduct on a biweekly basis from the wages of all bargaining unit employees who are not members of UPSEU, the amount equivalent to the dues levied by UPSEU and remit the sum to UPSEU, 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779. Provided, however, that UPSEU shall establish and maintain a procedure providing for a refund to any employee demanding the return of any part of this agency shop fee deduction which represents the employee's pro rated share of expenditures by UPSEU in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

- 6.3 UPSEU shall indemnify the County and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article.
- 6.4 Membership in UPSEU shall be voluntary, and there shall be no unlawful discrimination, interference, restraint or coercion by the County or any of its agents, against any employee because of the employee's membership in UPSEU, or because of any lawful activities on behalf of UPSEU, nor shall there be any discrimination, interference, restraint or coercion by UPSEU, or any of its agents, against any employee because of failure to join UPSEU.
- 6.5 UPSEU's labor relations representatives shall have the right to visit any County facility where employees represented by UPSEU work for the purposes of adjusting grievances and administering the terms of this Agreement. The labor relations representative shall be required to inform an appropriate County official in advance, or immediately upon arrival at the particular County facility, of such visits, and shall provide the County assurance that no inordinate interruption in the work of any County employee will be involved by virtue of such visits.
- 6.6 The above rights of UPSEU are not all inclusive but indicate the type of matters or rights which are inherent to or belong to it as bargaining agent.
- 6.7 With the approval of the County Executive, UPSEU shall have the right to designate a representative of UPSEU's accident and health insurance program and UPSEU's life insurance program for the purpose of visiting the employees covered under this Agreement while on the job and for the purpose of interesting them in this protection and for adjusting any claims provided, however, that the appropriate County official is notified and that total assurance is given him/her that no inordinate interruption in the work of the employee will be involved.
- 6.8 UPSEU will designate one (1) employee its Unit Chief Shop Steward and will authorize this employee, at its discretion and subject to the limitations it may set, to deal with the County about employment conditions and adjustment of problems arising from this Agreement. The name of the Unit Chief Shop Steward shall be certified in writing to the County Commissioner of Personnel on an annual basis and/or as changes occur. When it is necessary for the Unit Chief Shop Steward to engage in UPSEU activities which cannot be performed other than during normal working hours, the County Executive, or his/her designated representative (or where applicable, the President of MVCC, or his/her designated representative), may give such time, without loss of pay, as is reasonably necessary to perform such activities. If the conduct of authorized UPSEU business extends beyond normal working hours, there shall be no additional pay under any circumstances.
- 6.9 The County agrees that it will allow an aggregate maximum of twenty-five (25) days per year time off with pay at the regular straight-time hourly rate to employees who are union stewards or UPSEU Unit Chief Shop Steward to attend UPSEU conferences, conventions, meetings, special sessions or training upon

approval of the County Executive, provided that no more than two (2) employees are absent from a department at the same time except in the Department of Social Services where more than two (2) but not more than four (4) may be allowed to be absent at the same time with the approval of both the Commissioner of Social Services and the County Executive. For purposes of this section, the union agrees to correspond with the Department Head involved and the Commissioner of Personnel thirty (30) days in advance whenever practicable and inform them of the exercise of these rights.

The Commissioner of Personnel shall have the approval, so far as record-keeping only is concerned, as to whether the UPSEU member will attend with pay or upon his or her own time such as compensatory time, vacation, personal leave, or leave without pay. Special delegates' meetings may be attended only on approval of the County Executive and not be subject to the maximum above.

- 6.10 The County agrees that it will permit and pay representatives of the union who are regular County employees, not to exceed seven (7) in number, time while on the job to resolve union grievances and time to meet with County representatives to resolve differences and discuss or interpret the terms of this Agreement. The County also agrees to permit negotiators for the union, not to exceed seven (7) in number, who are regular County employees time while on the job to negotiate future agreements.
- 6.11 The County agrees that any employee appointed by UPSEU's President to a Statewide UPSEU Committee, will be granted time off with pay to attend obligatory meetings, not exceeding two (2) days total time off per year for this purpose.
- 6.12 When night time meetings are unable to be conducted, the Unit Chief Shop Steward will be allowed time off with pay to attend meetings called by the UPSEU President. Payment shall cover not more than two (2) meetings per year nor for more than 1-1/2 hours per meeting. When a meeting is called on a day other than an employee's normal scheduled workday, no County payment of any kind will be made.
- 6.13 By January 31st of each calendar year, the County shall forward to the union a listing of each employee in the bargaining unit including the employee's full name, home address, social security number, job title, department, and date of hire.

The County also agrees to supply quarterly at the request of the union a list of all newly hired unit members, indicating each employee's name and date of hire, and a list of those unit members who have terminated employment during the particular quarter, indicating the former employee's name and date of termination.

ARTICLE 7 NO STRIKES

In accordance with the Taylor Law, UPSEU, for itself and on behalf of the employees it represents, hereby affirms that it does not have the right to strike against the County, to assist or participate in any such strike, or to impose an obligation on its membership to conduct, assist or participate in any such strike.

ARTICLE 8 NONDISCRIMINATION

- 8.1 Neither the County nor UPSEU shall discriminate against any employee, or applicant for employment, in a manner which would violate any applicable federal or state employment discrimination laws.
- 8.2 With respect to compliance by the County with the provisions of the American With Disabilities Act ("ADA" or "Act") and the regulations issued pursuant to the Act, UPSEU agrees that it shall have the same obligations as the County with respect to reasonable accommodations. With respect to the County's attempt to afford a reasonable accommodation in accordance with provisions of the ADA and regulations issued pursuant to the Act, UPSEU shall have an affirmative obligation to assist the County in achieving any such accommodation.

ARTICLE 9 ADMINISTRATION OF THE SALARY SCHEDULE

- 9.1 **Salary**
The salary schedules for full-time employees covered by this Agreement are set forth in Appendix B.
- A. On January 1, 2011, there shall be no increase to the 2010 schedule. The 2011 schedule shall be the same as the 2010 schedule. On January 2012, there shall be no increase to the 2011 schedule. The 2012 schedule shall be the same as the 2011 schedule. On January 1, 2013, the 2012 schedule shall be increased by 1% to create the 2013 schedule.
- B. Each employee shall be eligible for annual step movement on the 2011 and 2012 schedule with step movement occurring on January 1, 2011 and January 1, 2012. No employee shall be eligible for annual step movement in 2013 only (although their step movement shall change solely as a function of the renumbering, referenced in E. below). Annual step movement will resume on January 1, 2014 with employees eligible for step movement advancing one step. However, new employees hired subsequent to September 30th of any calendar year will remain at Step 1 until January 1st of the second calendar year following the calendar year in which they were hired. It is also understood that step movement shall continue on each January 1st after the expiration date of this Agreement. Notwithstanding this, upon reaching Step 14 (new), 15 (old) of the particular salary grade, there shall be no further step movement or base salary increases until such time as a successor agreement to this Agreement is negotiated.

C. Upon an employee's reaching the maximum step, there shall be no further step movement during the life of this Agreement and the employee will become "off the schedule". Each employee who has been "off the schedule" shall be eligible to receive a 0% increase to his/her salary effective January 1, 2011, a 2% increase to his/her salary effective January 1, 2012 and, a 2.5% increase to his/her salary effective January 1, 2013. Each employee who becomes "off the schedule" during the life of this Agreement shall be eligible for any of the above salary increases that occur subsequent to said employee becoming "off the schedule". There shall be no further base salary increases until such time as a successor agreement to this Agreement is negotiated.

D. Each employee who is at the top step of the 2010 salary schedule on December 31, 2010 shall be taken "off the schedule" at that time, and shall be granted a 0% base salary increase effective January 1, 2011, an additional 2% salary increase effective January 1, 2012, and an additional 2.5% base salary increase effective January 1, 2013.

Each employee who is at the top step of the 2011 salary schedule on December 31, 2011 shall be taken "off the schedule" at that time, and shall be granted a 2% base salary increase effective January 1, 2012, and an additional 2.5% base salary increase effective January 1, 2013.

Each employee who is at the top step of the 2012 salary schedule on December 31, 2012 shall be taken "off the schedule" at that time, and shall be granted a 2.5% base salary increase effective January 1, 2013.

E. On January 1, 2013, Step 1 will be dropped from the 2013 salary schedule and the remaining Steps will be appropriately renumbered.

9.2 Permanent, Provisional and Contingent Permanent Promotions

When an employee is promoted on a permanent, provisional or contingent permanent basis, he/she shall be placed at the lowest step of his/her new salary grade which provides a salary increase of at least \$800.00.

9.3 Demotion and Exercise of Seniority Displacement Rights

When an employee is demoted or when an employee exercises his/her seniority to displace to a lower grade position as provided in ARTICLE 17 JOB SECURITY, that employee will move to the step within the lower grade closest to but in no case greater than the salary he/she is currently receiving.

9.4 Layoff and Recall

When an employee is recalled from layoff in accordance with the provisions of ARTICLE 17 JOB SECURITY, that employee shall be paid at the same step he/she was paid immediately prior to layoff.

9.5 Reinstatement

When an employee is reinstated from an unpaid leave of absence, that employee shall be paid at the same step he/she was paid upon commencing the leave of absence.

- 9.6 **Failure of Provisional Appointment to Mature Into Permanent Status**
When an employee with permanent Civil Service status in one title is serving provisionally in a higher level title and fails to qualify for permanent appointment to the higher level title, that employee shall upon reinstatement to the lower title be paid at the same step and grade of the lower title that he/she would have occupied but for the provisional appointment.
- 9.7 **Starting Salary**
New employees shall normally be paid at the Step 1 rate of the grade. However, when a department head demonstrates severe and continued recruitment difficulty for a specific job title, the County reserves the right to increase the starting salary of that job title up to Step 3 of that grade. Such action shall occur only when authorized in advance by the County Commissioner of Personnel. Any employee in that job title whose salary falls below the new starting salary shall have his/her salary raised to the same level as that of the new starting salary.
- 9.8 **Retroactivity**
Where applicable, an employee who is still on the active payroll as of the beginning of the payroll period immediately following ratification of this Agreement by both parties shall receive a retroactive payment based upon his/her 2011 base salary after ratification for those hours or periods actually compensated, included overtime where appropriate, between January 1, 2011 and said payroll period.
- 9.9 **W.P.C. Differential Pay**
All employees in W.P.C. Sanitation Sewers and Sewage Treatment shall receive an additional .50 cents an hour compensation.
- 9.10 **Longevity**
Each employee in the defined negotiating unit shall receive \$500 after the completion of five (5) years of service, \$500 after the completion of ten (10) years of service (\$1,000), \$500 after the completion of fifteen (15) years of service (\$1,500), \$500 after the completion of twenty (20) years of service (\$2,000), and \$500 after the completion of twenty-five (25) years of service (\$2,500).

Employees eligible for a longevity payment will receive the cumulative amount specified in this contract unless such sum is less than the current remuneration. The sum scheduled in this contract shall be used when it exceeds the amount an employee is receiving.
- 9.11 **Mileage**
When an employee must use his/her own vehicle for County business, the County agrees to pay the prevailing IRS rate upon submission of appropriate vouchers.
- 9.12 **Shift Differential**
Each employee who is regularly assigned to the second or third shift or who is scheduled to work the second or third shift will be compensated by receiving forty-five cents (\$.45) per hour extra for hours worked on the second shift and fifty cents (\$.50) per hour for hours worked on the third shift.

Employees who are regularly assigned to the second or third shift will receive the shift differential pay for any vacation, holidays, sick leave and personal leave used.

Any employee who is not regularly assigned to a shift other than a normal, usual day work shift, but who is required to work such a shift, shall receive the aforementioned shift differential pay only for the days he/she actually works such shift.

9.13 Call-Out Pay

Call-out pay shall be a minimum of three (3) hours' pay or equivalent time off to be taken at a time mutually agreeable between employer and employee.

9.14 Out of Title Compensation

If, during a temporary emergency situation, the County assigns an employee to perform the duties of a title allocated to a higher salary grade than the employee's regular title, the employee shall be paid in accordance with Section 9.2. The employee will only qualify for the higher rate of pay if the assignment was made in writing by the relevant Department Head or his or her designee with the written approval of the Commissioner of Personnel or, where applicable, the Director of Human Resources at MVCC, and if the assignment is in effect for a period of time exceeding ten (10) consecutive working days, retroactive to the first day.

ARTICLE 10 WORK HOURS

10.1 It is agreed that the workweek and the workday shall continue as presently existing during the course of the Agreement as it did prior to the effective date of this Agreement. The County agrees that neither the workweek nor the workday shall be modified, changed or amended without written mutual agreement of the parties.

10.2 Any County employees subject to assignment of shifts or work schedules other than the normal day work hours for their department, will be notified by lists posted in proper places at least two weeks in advance. Such schedules may be modified by the department head in cases of emergency, personnel absences and other reasonable needs of the department.

10.3 Thirty-Five Hour Employees

With the exception of MVCC employees, the normal hours of work for thirty-five (35) hour employees will be thirty-five (35) hours a week, seven (7) hours a day from 8:30 a.m. to 4:30 p.m. with one (1) hour for lunch. The Oneida County office buildings will be open to the public from 8:30 a.m. to 4:30 p.m., although certain offices must, as a matter of law, be open until 5:00 p.m. However, during the period between Memorial Day and Labor Day, those employees who work in the Oneida County office building will be permitted to work a summer hours schedule by shortening the one (1) hour meal period to a one-half (½) hour unpaid meal period. During summer hours, the afternoon fifteen-minute break shall be separate from the meal period. However, the County shall have the right, after

consultation with the Union, to schedule the fifteen-minute break period contiguous to the meal period. At MVCC, the normal work hours for thirty-five (35) hour employees shall be seven (7) consecutive hours per day, five (5) consecutive days per week, not including any designated meal period.

ARTICLE 11 OVERTIME PAY

- 11.1 All hours worked in excess of eight (8) hours per day or forty (40) hours per week when worked upon the direction or approval of the employee's supervisor shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay or compensated by granting one and one-half (1-1/2) times the number of overtime hours worked as compensatory time off. The employee shall make his/her choice (overtime or compensatory time) known to his/her department head not later than the end of the pay period in which the overtime is earned. Compensatory time may not be accumulated in excess of eighty (80) hours. Reasonable exceptions, however, may be granted at the department head's sole discretion. Where compensatory time is granted, it must be requested in advance from the department head or his/her designee. Compensatory time shall not be unduly denied; however, the department head or his/her designee shall have the right to limit the number of employees using compensatory time according to work requirements and the operating needs of the County.
- 11.2 For those authorized hours worked in excess of the employee's normal workweek as specified in ARTICLE 10, but fewer than forty (40) hours, the employee shall have the option of receiving compensation at the employee's regular compensation rate or straight compensatory time off for all such time up to forty (40) hours.
- 11.3 Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provisions of this Article or Agreement.
- 11.4 Although paid time off due to vacations, personal leave, compensatory time, and bereavement leave and, designated holidays other than floating holidays, shall be considered as time worked in computing eligibility for overtime compensation, paid time off due to sick leave and floating holidays shall not be considered as time worked for overtime purposes.
- 11.5 The Child Protective Services workers of the Oneida County Department of Social Services, who provide emergency coverage, will receive two (2) hours pay or two (2) hours compensatory time (the choice being the employee's) for each weekday on emergency duty, plus time worked, and three (3) hours pay or three (3) hours compensatory time (the choice being the employee's) for each weekend day on emergency duty, plus time worked.
- 11.6 It is also understood that the County shall have the discretion to offer each active employee announced voluntary opportunities to convert a predetermined portion of the employee's accrued compensatory time under any provision of this Article to a monetary payment to the employee for such time. These opportunities shall be controlled and administered by the County in its sole discretion and will occur no more frequently than once per year.

ARTICLE 12 RETIREMENT

- 12.1 The County agrees to provide Section 75-i of the New York State Retirement and Social Security Law on a noncontributory basis for Tier I and Tier II Retirement System members covered by this Agreement.
- 12.2 The County agrees to provide the applicable provisions of Articles 14 and 15 of the New York State Retirement and Social Security Law for Tier III and Tier IV Retirement System members covered by this Agreement.
- 12.3 The County further agrees to provide Section 41(j) of the New York State Retirement and Social Security Law on a noncontributory basis for all Retirement System members covered by this Agreement. Section 41(j) allows for unused sick leave credits to be applied as additional service credit upon retirement. Upon retirement, the first one hundred sixty-five (165) days of an employee's accumulated sick leave days will be applied towards Section 41(j). The employee will be paid \$30.00 per day for each accumulated sick leave day between one hundred sixty-six (166) days and two hundred (200) days.
- 12.4 It is agreed that any specific question regarding membership in the New York State Retirement System shall be directed to the headquarters of the System, Alfred E. Smith Office Building, Albany, New York 12244.

ARTICLE 13 LEAVE OF ABSENCE WITH PAY

- 13.1 Sick Leave
 - A. It is agreed that each employee in the defined bargaining unit shall earn one (1) day sick leave per month. Sick time cannot be used before it is accrued.
 - B. The County and UPSEU agree that sick leave should be used for legitimate purposes and is not to be abused. Medical certificates will not normally be required to substantiate requests for approval of sick leave for three (3) days or less. However, in questionable circumstances, such as repetitive taking of sick leave before or after holidays, vacations, personal leave days or pay days, an employee may be required to justify the sick leave of any length of time by providing a medical certificate.

A maximum of six (6) sick leave days may be used each calendar year for illness or injury to a member of the employee's immediate family.

13.2 Vacation Schedule

A. For full-time employees the following vacation schedule applies:

Less than one year's service	none
After one year service	5 days
After two years of service	10 days
After five years of service	15 days
After ten years of service	16 days
After eleven years of service	17 days
After twelve years of service	18 days
After thirteen years of service	19 days
After fourteen years of service	20 days

B. An employee shall have the right to carry over a maximum of fifteen (15) days vacation time from one vacation year into the next vacation year. Vacation to be taken at a time mutually agreeable to the County and employee.

13.3 Holidays

The County agrees that each employee shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	*Floating Holidays (2)

*Floating holidays may be taken at a time mutually agreeable to the County and employee. The floating holiday shall not be unduly denied. However, the department head/designee shall have the right to limit the number of employees using a floating holiday according to work requirements. Floating holidays shall not accumulate from year to year but rather must be used within the year they are earned.

Newly hired employees hired prior to July 1 of the particular year shall receive two (2) floating holidays at the time of hire for use during the balance of the calendar year of hire. Newly hired employees hired on or after July 1 shall receive one (1) floating holiday at the time of hire for use during the balance of the calendar year of hire. Except as qualified above, floating holidays shall be credited on January 1 of the year for use during the balance of the calendar year

When a holiday falls on Sunday, the Monday following shall be observed as the holiday. When the holiday falls on Saturday, the preceding Friday shall be observed as the holiday. Personnel who are required to work on any of the above holidays, shall receive a day off with pay, mutually agreeable to the Department Head and the employee. Personnel who are required to work on any of the above holidays shall have the option of receiving a day's pay instead of an alternate day off. Employees required to work Thanksgiving Day, New Year's Day, or Christmas

Day will be paid at time and one-half their regular rate of pay. Selection of those employees designated to work on any of the above holidays shall be at the discretion of the Department Head.

13.4 Personal Leave

Each employee in the defined bargaining unit shall be allowed up to four (4) working days leave per year non-cumulative without any restrictions, upon prior approval of the Department Head, and that approval shall not be unreasonably withheld. For purposes of this section, an employee shall apply for personal leave at least one (1) working day in advance whenever practicable. Any unused personal leave as of December 31st each year will be added to the employee's accrued sick leave.

13.5 Bereavement Leave

Each employee shall be allowed up to three (3) working days with pay because of death in the employees' immediate family. Immediate family is defined as; spouse, parent, grandparent, spouse's parent, and/or grandparent, child, brother, sister, grandchild, legal guardian, brother and sister-in-law, foster parent or a relative who is an actual member of the employee's household.

ARTICLE 14 WORKERS' COMPENSATION

14.1 The County shall provide Workers' Compensation benefits in accordance with applicable law.

14.2 An employee who is unable to perform the duties of his/her employment because of a compensable injury or illness, as defined in the Workers' Compensation Law, received or contracted in the service of the County and who receives Workers' Compensation benefits, shall receive a leave for compensable illness or injury in accordance with Section 71 of the Civil Service Law. The County will continue its usual share of the health benefit premium expense during the authorized leave.

14.3 In those instances where an illness or injury is determined by the County, or other forum of competent jurisdiction, to be compensable as arising out of and in the course of employment, the employee will be offered a choice of either option A or B listed below. such election of options must be done in writing and if no option is elected by the employee in writing, he/she shall be assigned option (A) until such written election is received by the County's Workers' Compensation Department.

A. The employee shall collect weekly compensation benefits subject to the amount to which he/she may be entitled pursuant to the Workers' Compensation Law. The employee will not draw sick leave even though he/she might be eligible; or

B. The employee shall be permitted to use paid sick leave to cover the difference between the benefit payable under the Workers' Compensation Law and his/her regular salary, to the extent of his/her accrued sick leave at the time such absence commences.

- 14.4 In the event that the employee elects option (B) above, the County shall file with the Workers' Compensation Board for reimbursement to the extent of the employee's Workers' Compensation award for the period covered by sick leave pay. The employee's sick time will be restored on a pro rata basis by dividing the amount of reimbursement obtained by the employee's daily salary and will be reinstated after the employee returns to active County employment, subject to reimbursement from any compensation insurance carrier.
- 14.5 The County reserves the right to change insurance carriers, or to self-insure, for Workers' Compensation benefits and agrees to consult with UPSEU prior to any such change.

ARTICLE 15 HEALTH AND SAFETY

The County and UPSEU shall continue to make reasonable provisions for the health and safety of unit employees during the hours of their employment. A committee will be appointed to periodically review health and safety factors within County facilities. The committee will be composed of no more than two (2) representatives of the County Executive and one outside representative of UPSEU and one (1) unit member to be designated by UPSEU. This committee may make advisory recommendations to the County Executive, who retains the final decision-making power.

ARTICLE 16 UNEMPLOYMENT INSURANCE

The County shall provide unemployment insurance benefits in accordance with applicable law.

ARTICLE 17 JOB SECURITY

- 17.1 Seniority shall be defined to mean an employee's length of continuous service for the County from the employee's original date of hire as a regular budgeted full-time employee. Seniority shall be departmental.
- 17.2 A regular budgeted full-time employee will acquire seniority after successfully completing the probationary period which seniority shall then run from the employee's original date of hire as a regular budgeted full-time employee.
- 17.3 An employee shall forfeit all accrued seniority and, if re-employed subsequently, have only the status of a new employee, under any of the following conditions:
- A. When the employee resigns voluntarily from employment; or
 - B. When the employee is discharged or resigns in lieu of dismissal; or
 - C. When the employee retires; or

- D. When the employee fails to return to work within two (2) weeks of notice of recall following a layoff, or following any authorized absence, or by transfer to a position not covered by this Agreement for a period equal to or greater than three (3) months.

17.4 Departmental seniority shall apply to:

- A. Layoff and recall of noncompetitive and labor class employees;
- B. Vacation time selection; and
- C. Filling vacancies, including shift openings in a shift other than the day shift, as limited by the conditions specified in Section 17.5 below.

17.5 For purposes of this Article, a vacancy shall be defined as any regular budgeted full-time position in the noncompetitive or labor class for which the County Executive has authorized hiring replacements. When such a vacancy occurs, it will be posted County-wide. In order to facilitate posting, the County shall send interoffice mail copies of such vacancy announcements to each recognized union shop steward. UPSEU shall also be furnished copies of such announcements at its Utica office. Announcements shall be posted on the union bulletin board by the recognized shop steward. Bargaining unit members who meet the minimum qualifications for such position, and who express an interest by written application for appointment to such position, shall be given first consideration for the vacancy. Selection from among those bargaining unit members shall be on the basis of departmental seniority, attendance, job performance and qualifications of the respective employee, and where these factors are relatively equal in the opinion of the department head, departmental seniority shall prevail. The County may also fill the vacancy from outside the bargaining unit provided that no internal applicant possesses the minimum qualifications or meets the provisions set forth above, as reasonably determined by the County. Selection shall be the responsibility of the department head who may temporarily fill a vacancy pending compliance with the posting requirements above.

17.6 Announcements for Civil Service examinations for competitive class positions in the bargaining unit shall be sent by interoffice mail to each recognized union shop steward. The Union shall furnish a list of such shop stewards. UPSEU shall also be furnished copies of such announcements at its Utica office.

17.7 Layoff in the Competitive Class

The County, in its discretion, shall determine whether layoffs are necessary for employees in competitive class positions. If it is determined that such layoffs are necessary, layoff and recall of competitive class employees shall be governed by the Civil Service Law and the Oneida County Civil Service Rules.

17.8 Layoff in the Noncompetitive or Labor Class

The County, in its discretion, shall determine whether layoffs are necessary for employees in the noncompetitive or labor class. If it is determined that such layoffs are necessary, employees in a noncompetitive or labor class job title, within a department, will be laid off in the following order:

- A. Temporary and probationary employees shall be laid off first; and
- B. Thereafter, permanent employees having seniority shall be laid off by seniority in job title in the inverse order of seniority, that is -- last in, first out.

The County shall forward a list of those employees to be laid off to the County-wide Chief Shop Steward and UPSEU prior to the time that notices are issued to employees. Employees to be laid off will have at least two (2) weeks notice of layoff or be paid in lieu of time. When an employee in the noncompetitive or labor class is laid off, he/she shall be permitted to exercise his/her seniority rights to replace the least senior employee in the same job title within his/her department only. Thereafter, the replaced employee may exercise his/her seniority rights to retreat to his/her last held permanent title in the noncompetitive or labor class within his/her department only. The retreat process shall continue only within that department until the least senior employee in the last affected job title is displaced and he/she shall be laid off and there shall be no further bumping, retreat, or displacement. Noncompetitive and labor class employees who are laid off shall be placed on a recall list for a period not to exceed two (2) years from the date of layoff. If, during the existence of a valid recall list, a vacancy which is to be filled occurs, then an employee will be recalled from layoff to the same title he/she was in at the time of layoff. Such recall shall be in the inverse order of layoff based upon seniority provided the employee is qualified to perform the work. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail and a copy shall be sent to the County-wide Chief Shop Steward and UPSEU. If the employee fails to notify his/her department head in writing of his/her intention to return within two (2) weeks from the date of notice, he/she shall be considered a quit and removed from the recall list. The County shall be deemed to have fulfilled its obligation by mailing the recall notice by registered or certified mail, return receipt requested, to the last known mailing address provided by the employee, it being the obligation and the responsibility of the employee to provide the County with his/her latest mailing address.

- 17.9 Temporary and probationary employees who have been laid off shall have no recall privileges.

ARTICLE 18 DRESS CODE

Appropriate dress for all employees of all Departments in Oneida County, as established by the Dress Code Policy, shall be worn on all normal working days. Any employee who is disciplined because of inappropriate dress may appeal the action taken to a three member committee, comprised of the UPSEU President, or his/her designee; the Director of Labor Relations, or his/her designee; and the UPSEU Attorney, or his/her designee. Any costs involved will be shared by UPSEU and the County equally.

Any employee bringing an issue before this committee must do so in writing within five (5) days from the time of the disciplinary action. The committee's decision will be rendered within ten (10) days from the date it receives written notice from the aggrieved employee.

The decision of this committee shall be final and binding.

ARTICLE 19
EMPLOYEE ADDRESS AND TELEPHONE NUMBER

- 19.1 It shall be the responsibility of each employee to keep the County informed of his/her current address and a telephone number where he/she can be notified of emergencies and other matters as appropriate.
- 19.2 Employee telephone numbers that are unlisted shall be held in confidence by the County to the greatest extent possible and used for no other purpose than contact by the County.

ARTICLE 20
HEALTH INSURANCE COVERAGE

- 20.1 The County shall continue to make available to bargaining unit members and their eligible dependents group health and hospitalization benefits substantially equivalent to or better than those which existed under the traditional health benefit program in existence immediately prior to the execution of this Agreement subject, however, to the following changes which will be implemented as soon as practical following ratification of this Agreement by both parties:
- A. The prescription drug plan benefit under the traditional health plan shall be modified to a three tier \$5/\$20/\$35 co-payment system; and
 - B. The annual cash deductible under the traditional health plan will be \$100 per person , subject also to a \$300 maximum per covered family; and
 - C. The individual major medical benefit under the traditional health plan will be improved from the \$25,000 annual maximum/\$250,000 lifetime maximum to a \$100,000 annual maximum/\$1,000,000 lifetime maximum level.
 - D. The traditional health plan will also be modified to add specified benefits, for preventive care services such as well baby care, preventive and primary care services for covered dependent children, preventive care for adults, mammography screening, cervical cancer screening, pap tests, pelvic exams and routine prostate cancer screening. These benefits are not subject to the deductibles set forth in paragraph B above.
- 20.2 The County shall also offer each employee and his/her eligible dependents the option of participating in a single health maintenance organization (HMO) or a Point of Service plan (POS) in lieu of participation in the County's traditional health and prescription drug plan. HMO or POS shall have a three tier \$5/\$20/\$40 co-payment system for prescription drugs. If an employee chooses HMO or POS coverage, this option will be in place of benefits currently provided by the traditional health and prescription drug plans.
- 20.3 Premium Cost Sharing for Health Benefits (exclusive of dental)
The County shall assume one hundred percent (100%) of the gross premium cost of health benefits for unit employees hired prior to January 1, 1984 and eighty percent (80%) of the gross premium cost of health benefits for unit employees

hired on or after January 1, 1984, according to the category (individual, 2-person, family), based on the type of plan (traditional, HMO, or POS) selected by the employee.

20.4 Premium Cost Sharing for Dental Benefits

The County shall also contribute up to \$20 per month per covered employee for a dental program offering individual and dependent coverage. The County shall contribute up to twenty-five dollars (\$25.00) per month per covered employee for a dental program offering individual and dependent coverage, as soon as practicable. The employee shall bear the remaining cost of said dental benefits. UPSEU shall select the dental carrier after consultation with the County. Such dental carrier must be licensed or authorized to provide dental benefits in New York State. No union officer or employee shall have a financial interest in said carrier. The dental plan shall not be with or through a union benefit fund.

20.5 The County reserves the right to change or provide alternate insurance plans or carriers, HMOs, or to self-insure, as it deems appropriate for any form or portion of health, prescription drug, and/or dental insurance coverage (subject to the limitation under Section 20.4 above, referred to in this Article, so long as the new coverage and benefits are substantially equivalent to, or better than, the programs existing at the time of any such change. The County agrees to consult with the union prior to any such change. However, the County will not be responsible for changes beyond its control unilaterally imposed by an insurance carrier or HMO, in benefits, co-payment provisions, or deductibles so long as the County uses its best efforts to minimize changes by insurance carriers and HMOs from one plan year to another.

The extent of coverage under the benefit plans, including any HMOs and/or self-insurance plans referred to in this Agreement, shall be governed by the terms and conditions set forth in said policies or plans. Any claim disputes concerning said insurance policies, plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and plans and shall not be subject to the grievance procedure set forth in this Agreement.

20.6 The County will pay in a single payment on the first payday of December of each year of the contract period, a lump-sum payment to any active employee who would qualify for coverage under the County Health Insurance Plan, providing that the employee does not join or terminate coverage for the prior eleven (11) consecutive months. The payment schedule will reflect the type of coverage which the employee has opted to waive; the payment is made only once a year and there is no additional payment if you are not covered by the plan for more than eleven (11) consecutive months. Each year in lieu waiver forms must be filed in the Health Insurance office by December 31st for the following year.

Individual	\$300
2-Person	\$600
Family	\$750

If an employee who has opted out of the County Health Insurance Program wishes to reenter, he/she may do so during open enrollment periods, January and July of each year. Any employee who is covered as a dependent in the Oneida County Health Insurance Plan is not eligible for the said Lump Sum Payment.

- 20.7 Data provided by the insurance carriers pertaining to paid claims and rates will be made available to the union for review, comments, or suggestions, provided that such data is not specifically exempted from disclosure by state or federal statute or if disclosed would result in an unwarranted invasion of personal privacy.
- 20.8 A married couple employed by the County will each retain individual health insurance plans, provided there are no dependent children, or a single family plan if there are covered dependent children.
- 20.9 The County will offer, at no cost to the employee, a benefit plan pursuant to Section 125 of the Internal Revenue Code to allow participating employees the option of paying the employee's share of the group health and dental premiums on a pre-tax basis in accordance with IRS regulations.

ARTICLE 21 GRADUATE CREDIT HOURS PAY

- 21.1 Each employee who achieved thirty (30) graduate credit hours in a job-related field will receive Four Hundred Dollars (\$400) in additional compensation. Employees achieving a sixty (60) hour job-related Masters Degree will receive Five Hundred Dollars (\$500) additional compensation. Payments will be made after the Commissioner of Personnel has received proper documentation and certified the change to Audit and Control.
- 21.2 The Graduate Degree compensation will not be payable to any employee whose job description requires a Graduate Degree in order to qualify for initial employment in that title.

ARTICLE 22 LUNCH ALLOWANCE

Employees of Social Services and Probation will be eligible for lunch allowance up to the four dollar (\$4.00) limit when their work assignment requires absence from the permanent work station during the hours of 10:30 a.m. through 1:30 p.m., and the assignment being covered is outside the city limits.

Unit supervisors and department heads are responsible for validating the assignment and claims.

Employees attending authorized meetings or seminars requiring meal reimbursement will be eligible for reasonable, actual and necessary expenses.

ARTICLE 23 TUITION ASSISTANCE

County employees who wish to take job-related courses at any college in the State University of New York ("SUNY") system, Utica College of Syracuse University, or Syracuse University, may do so under the following conditions:

- A. The County agrees to pay up to a maximum of One Hundred Thirty-five Dollars (\$135) for a three (3) credit hour course, or Forty-five Dollars (\$45) per credit hour, but in no event more than One Hundred Thirty-five Dollars (\$135) per semester per applicant, or more than Forty-five Dollars (\$45) per credit hour.
- B. The County agrees to support up to a maximum of forty (40) three (3) credit hour courses during each semester, or a total of one hundred twenty (120) credit hours each semester.
- C. If employee sign-ups exceed the maximum number of credit hours allowed by this Agreement, employees will be subject to a seniority system, with those employees having greatest seniority given the first opportunity to attend.
- D. Each employee must have the approval of his/her department head as well as the department head concurrence as to the job related status of the course, with final approval or disapproval by the Commissioner of Personnel.
- E. The County agrees to pay the cost of tuition only.
- F. Tuition will be paid directly to the employee upon presentation of proof of successful completion of the course and paid receipt from the college. All courses will be taken outside of the employee's normal working hours.
- G. The County Personnel Department will administer this program and establish procedures to be followed.

ARTICLE 24 GRIEVANCE AND ARBITRATION PROCEDURE

24.1 Definitions

Grievance shall mean an alleged violation, misinterpretation or an inequitable application of the terms of either this Agreement, or the Oneida County Personnel Rules, or work rules or administrative orders of the County when such rule or administrative order relates to or involves employee health or safety, physical facilities, materials or equipment furnished to employees, supervision of employees or rate of compensation (meaning basic salary, longevity, overtime, call-out and shift differential only) provided, however, that the term "grievance" shall not include any matter involving retirement benefits or any other matter which is otherwise reviewable pursuant to law or rule or regulation having the full force and effect of law.

Grievant shall mean either UPSEU, or the employee(s) it represents in the bargaining unit, filing a grievance.

Immediate Supervisor shall mean the employee or officer on the next higher level of authority above the grievant in the department wherein the grievance exists and who normally assigns and supervises the grievant's work and approves his/her time record and evaluates his/her work performance.

Department Head shall mean the principal officer and/or appointing authority of the department.

24.2 For the purpose of this procedure, workdays will exclude Saturdays, Sundays and enumerated holidays. The time limits set forth in this Article are of the essence. They may, however, be extended by advance mutual written agreement of the parties. The failure of the grievant, either UPSEU or the employee(s) it represents, to proceed within a time limit set forth herein shall terminate the grievance at that Stage. The failure of the County to answer within the time limits set forth will automatically advance the grievance to the immediate next Stage of the grievance procedure.

24.3 An employee shall have the right to present his/her grievance in accordance with the procedures established herein, free from interference, coercion, restraint, unlawful discrimination, or reprisal and shall have the right to be represented by a UPSEU representative at all stages of the grievance procedure.

24.4 In recognition that there are certain issues which, by their nature, are not capable of being settled at the preliminary stages of a grievance procedure, for example where the grievance involves a significant number of employees or employees from more than one department, the County and UPSEU therefore agree that, subject to an advance mutual agreement of the parties, a grievance may be submitted at an advanced step of this grievance procedure.

24.5 Stage 1

- A. An employee or group of employees who claim to have a grievance shall present their grievance to their immediate supervisor orally within five (5) working days after the employee(s) either knew, or should have known, of the occurrence of the grievance, whichever occurs first.
- B. Within five (5) working days after presentation of the grievance, the immediate supervisor shall discuss the complaint with the grievant(s) and respond orally.

24.6 Stage 2

- A. In the event that the grievance is not resolved within Stage 1, the aggrieved employee(s) may submit within five (5) working days from the immediate supervisor's oral response, a formal written grievance to the department head (or where applicable, the Director of Human Resources MVCC). The written grievance shall contain the circumstances of the alleged violation, the specific provision of the contract, Personnel Rule, work rule, or administrative order alleged violated, the date of the alleged violation, and the remedy sought.
- B. The department head (or where applicable, the Director of Human Resources of MVCC) shall meet with the aggrieved employee(s) and the UPSEU representative, if any, to discuss and review the allegations of the grievance.

- C. Within ten (10) working days of the receipt of the formal written grievance, the department head (or where applicable, the Director of Human Resources of MVCC) shall respond in writing to the aggrieved employee(s) with a copy to the UPSEU representative, if any, and the Commissioner of Personnel.

24.7 Stage 3

- A. In the event that the grievance is not resolved within Stage 2, the aggrieved employee(s) may submit within ten (10) working days from the department head's response, a formal written grievance to the County Executive, or his/her authorized designee (or where applicable, the President of MVCC). The written grievance shall contain the circumstances of the alleged violation, the specific provision of the contract, Personnel Rule, work rule, or administrative order alleged violated, the date of the alleged violation, and the remedy sought.
- B. The County Executive or President of MVCC, or his/her authorized designee, shall meet with the aggrieved employee(s) and the UPSEU representative, if any, to discuss and review the allegations of the grievance.
- C. Within ten (10) working days of receipt of the formal written grievance, the County Executive or President of MVCC, or his/her authorized designee, shall respond in writing to the aggrieved employee(s) with a copy to the UPSEU representative, if any.

24.8 Stage 4

- A. In the event the grievance is not resolved within Stage 3, UPSEU, and only UPSEU, may within ten (10) working days after the Stage 3 reply of the County (or MVCC where applicable) is given or is due, by written notice request arbitration. The County and UPSEU will select the arbitrator from lists submitted to them by PERB. The selection of the arbitrator and the arbitration proceedings shall be conducted in accordance with the then current PERB rules for voluntary grievance arbitration. If arbitration is not requested as set forth in this stage, it shall be deemed waived, and the grievance resolved on the basis of the response of the County (or MVCC where applicable) at Stage 3.
- B. The arbitrator shall have no authority to make any decision which requires commission of an act prohibited by law nor to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the questions of fact and law as to whether there has been a violation, misinterpretation, or an inequitable application of this Agreement, or the relevant Personnel Rule, work rule, or administrative order. The arbitrator shall be empowered to determine the issue(s) raised by the grievance. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. Any decision or award of the arbitrator rendered within the limitations of this section shall be final and binding upon the County, UPSEU, and the employees covered by this Agreement.

- C. The costs of the services and/or any related expenses of the arbitrator, including the initial filing fee, shall be borne by the losing party to the arbitration.
- D. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue(s). If the arbitrator finds a violation of a specific provision of this Agreement, Personnel Rule, work rule, or administrative order, the arbitrator's award shall not be retroactive in its effects any earlier than five (5) working days preceding the filing of the grievance.

ARTICLE 25 PERSONNEL FILES

- 25.1 The County shall maintain a central personnel file for each employee. Supervisors may also keep working files.
- 25.2 Upon written request to the Commissioner of Personnel (or where applicable, the Director of Human Resources of MVCC), an employee may inspect his/her central personnel file subject to the following:
 - A. Inspection shall occur during non-working hours, including lunch and break periods, at a time and in a manner consistent with procedures established by the Commissioner of Personnel (or where applicable, the Director of Human Resources of MVCC).
 - B. Upon request, an employee who has a pending written grievance on file and who is inspecting his/her personnel file with respect to such grievance, may have a union representative present during such inspection.
 - C. Copies of materials in an employee's personnel file shall be provided the employee upon request if such materials are to be used in conjunction with the processing of a grievance filed by the employee. The employee shall bear the cost of such duplication.
 - D. Pre-employment information, e.g., reference checks and responses, or information provided to the County with the specific request that it remain confidential, shall not be subject to inspection and copying.

ARTICLE 26 DISCIPLINE AND DISCHARGE PROCEDURE

- 26.1 Each employee covered by this Agreement who has successfully completed his/her probationary period shall be subject to the following procedure for disciplinary and discharge matters in lieu of and in place of any other procedures such as but not limited to those specified in Sections 75, 76 and 77 of the Civil Service Law.

- 26.2 Disciplinary action may include, but is not limited to, written reprimands, suspension, demotion, discharge, fines, or any combination thereof or other such penalties as may be imposed by the County. A notice of such discipline shall be made in writing and served upon the employee with a copy to an outside UPSEU representative at its Utica office and County Commissioner of Personnel. The specific acts for which discipline is being imposed and the penalty shall be specified in the notice.
- 26.3 If the employee disagrees with the disciplinary action, the employee and/or UPSEU may submit a grievance at the Stage 2 level of the grievance procedure as specified in ARTICLE 24 of this Agreement. Failure to submit a grievance within ten (10) working days of receipt of the notice of discipline will constitute acceptance of the imposed penalty by the employee and UPSEU and the matter will be settled in its entirety. Subject to a mutual written agreement between UPSEU and the Commissioner of Personnel, the time limit herein above specified may be extended.
- 26.4 It is expressly understood that the County shall be permitted to impose the disciplinary penalty prior to expiration of the ten (10) working day period for submittal of a grievance challenging disciplinary action.
- 26.5 An employee shall have the right to be represented in disciplinary matters by a UPSEU representative if the employee elects to do so. Such right of representation shall extend to any questioning of the employee which may lead to disciplinary action. Nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the County and the employee may waive his/her rights to the procedures outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties.
- 26.6 No disciplinary action shall be commenced by the County more than twenty-four (24) months after the occurrence of the alleged act(s) for which discipline is being considered provided, however, that such time limitation shall not apply where the act(s) would, if proved in a court of competent jurisdiction, constitute a crime.
- 26.7 Upon request of the employee, a written reprimand shall be removed from the employee's personnel file after two (2) years have passed from the date of the notice of reprimand.

ARTICLE 27

REVIEW OF REALLOCATION AND RECLASSIFICATION

- 27.1 The County agrees to review reallocation and reclassification of titles within the defined unit, including Mohawk Valley Community College. A committee shall be appointed by the County Executive to which UPSEU may bring its request for reallocation and reclassification and the said committee shall review and present its recommendations to the County Executive within thirty (30) days after receipt of same from UPSEU.

The County Executive may, within thirty (30) days after receipt of the committee's recommendations, present his recommendations to the Board of Legislators. The committee and the County Executive shall notify UPSEU of the recommendations they intend to present to the Board of Legislators and reasons for not making any recommendations if such is the case. The County Executive shall also advise UPSEU of the date on which he/she intends to present his/her recommendations to the Board of Legislators.

- 27.2 The Chief Shop Steward or his/her designee will be granted time to address the above committee regarding any reclassification or reallocation of positions, to answer any questions, and to substantiate the determination for the reclassification or reallocation of position or positions in question.
- 27.3 The Reallocation and Reclassification Committee will be composed of three (3) members; two (2) members from County management and one (1) member from the bargaining unit. The UPSEU member will be designated by the County Executive from a list of three (3) candidates proposed by UPSEU. The County Executive will give serious consideration to any recommendation made by this committee.
- 27.4 The County Commissioner of Personnel will work with the State Civil Service Department towards reviewing grades and titles of County positions.

ARTICLE 28 MISCELLANEOUS

- 28.1 **Emergency Closing**
When there is an emergency closing of County facilities, as determined solely by the County Executive (or where applicable the President of MVCC), due to inclement weather conditions, affected employees may be released from duty with no loss of pay or benefits. Those employees who are not released from duty as determined solely by the County Executive (or where applicable the President of MVCC), or his/her designee, shall receive compensatory time off for such time worked.
- 28.2 **Copies of Contract**
The County agrees to supply and deliver to the officers of UPSEU, thirteen hundred (1300) copies of the contract for distribution by UPSEU sixty (60) days after ratification by both parties.
- 28.3 **Bulletin Boards**
The County will make available to UPSEU designated space, not to exceed three (3) feet by three (3) feet in area, on presently designated bulletin boards maintained on the premises of all County facilities for the purpose of posting UPSEU notices. It is further agreed that UPSEU shall post no defamatory, political, derogatory, or libelous materials. The bulletin board space will at all times carry a label, device, or notice clearly identifying it as UPSEU space (for use) and disclaiming County responsibility for any matters posted on it. It is further agreed that UPSEU shall indemnify the County and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any actions taken by UPSEU with respect to the posting of UPSEU notices.

28.4 Leave for Court and Jury Attendance

- A. Employees who are required to serve as a juror or to appear in court as a witness or to attend court pursuant to subpoena or other order of the court, shall be granted a leave of absence with pay where such service occurs during the employee's normally scheduled work time. Such absence shall not be deducted from any other leave allowance. The employee shall also be entitled to retain any mileage compensation paid by the court. When an employee receives notice of call to jury duty, or is subpoenaed to appear in court, said employee shall notify his/her supervisor of such as soon as reasonably practical and generally on the employee's first scheduled workday following receipt of such notice or subpoena by providing a copy thereof to the supervisor. If a day shift employee is excused from juror or witness duties prior to 1:00 p.m., the employee shall return to work for the remainder of the workday. Second shift employees shall report to work immediately upon being excused by the court, if at least three (3) hours are remaining in the employee's regularly scheduled workday.
- B. Paid leave time under Section 28.4 is limited to those instances where the employee is required to report for jury duty, or is subpoenaed by the court to testify as a non-party witness. Section 28.4 does not provide for paid leave time when the employee is a party, or direct litigant, in the action, proceeding, or case before the particular court.
- C. Neither the County nor the College will exclude from paid leave a situation where an employee is appearing in court as the result of an act which occurred while in the performance of the employee's responsibilities, provided that such act did not result from the willful act or negligence of the employee.

28.5 Appendix A

The County of Oneida and UPSEU mutually agree to sit together to discuss the positions which should be either included or exempt from the negotiating unit immediately following ratification of this contract.

- 28.6 The County of Oneida and UPSEU hereby agree and understand that upon request of either UPSEU or the Mohawk Valley Community College (MVCC), the President of MVCC and/or the Director of Human Resources will meet with UPSEU representatives to discuss the initial implementation of this Agreement. It is expressly understood, however, that neither the President of MVCC nor the Director of Human Resources nor UPSEU shall have authority to add to, subtract from, or substantially modify any of the provisions of this Agreement.

28.7 Probationary Periods

Probationary periods for employees in the competitive, non-competitive, and labor classes will be administered in accordance with the provisions of the Oneida County Civil Service Rules.

**ARTICLE 29
GENERAL CONSIDERATIONS**

- 29.1 No Article or section in this Agreement shall be in violation of Civil Service Law, the rules and regulations of the New York State Department of Civil Service, or the Judicial Conference of the State of New York, or any other law, local, state, or federal.
- 29.2 The County has no intent to eliminate coffee breaks and other similar benefits between the Department Head and the employee, but the County, through its department heads, will schedule a time in the morning and afternoon for coffee breaks.
- 29.3 In the event that any term or provision of this Agreement shall be determined or declared by any court of competent jurisdiction to be null, void, or unenforceable, or not in accordance with applicable statutes, such action shall not affect any of the rest of this Agreement which shall thereafter continue in full force and effect.

If such determination or declaration is made, the parties shall meet immediately upon request of either party for the purpose of negotiating a satisfactory replacement for such term or provision hereof as may have been declared null, void, or unenforceable.

**ARTICLE 30
LEGISLATIVE APPROVAL**

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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE 31
CONTINUATION**

- 31.1 This Agreement shall become effective upon ratification and signing by the appropriate parties, and shall terminate at the close of business on December 31, 2013.
- 31.2 The County and UPSEU recognize the desirability of commencing negotiations by January 1, 2013, should either party desire to modify this Agreement, so that the negotiated Agreement's terms and conditions can hopefully be available for the 2014 County budgetary process. If neither party expresses a desire to modify this Agreement by written notice delivered to the other party not later than September 1, 2013, this Agreement shall be automatically continued for the 2014 budgetary year at the same terms and conditions of the 2013 budgetary year.

- 31.3 The written notice provision of this Article shall be deemed complied with upon service of said notice upon the County Executive and/or upon the President of UPSEU.
- 31.4 This Agreement may be amended only by mutual written agreement of the parties. Such amendments shall be dated and signed by the parties and shall constitute a part of this Agreement.

This Agreement represents terms and conditions of employment as agreed upon during negotiations between the County of Oneida and the United Public Service Employees Union.

SIGNATURES

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT:

THIS ____ DAY OF _____, 2012

COUNTY OF ONEIDA

By: 

Anthony J. Picente, Jr.
COUNTY EXECUTIVE

Approved As To Form
ONEIDA COUNTY ATTORNEY
By: 

UNITED PUBLIC SERVICE
EMPLOYEES UNION

By: 

Kevin E. Boyle, Jr.
PRESIDENT


Gary M. Hickey
Executive Vice President/
Regional Director



Linda Kirman
Labor Relations Representative

NEGOTIATING COMMITTEE:


Tim Dittfield, Chief Shop Steward


Patricia Allen


Chuck Burkhart


Marissa Ciccotti


Ken Ranke

APPENDIX A **WHITE COLLAR UNIT - INCLUDED TITLES**

Titles	Grade
Account Clerk	11
Account Clerk Typist	11
Accounting Administrative Officer	26
Accounting Supervisor	21
Administrative Assistant	19
Administrative Officer	28
Aging Services Aide	12
Assistant Director of Income Maintenance	29
Assistant Director of Services	31
Assistant Motor Vehicle Bureau Supervisor	16
Assistant Real Property System (RPS) Coordinator	21
Assistant Recreation Director	29
Assistant Supervisor of Managed Care	33
Assistant Youth Bureau Director	31
Associate Graphic Artist	23
Associate Nutrition Services Coordinator	14
Associate Planner	32
Associate Workforce Development Coordinator	29
Auditor I	23
Auditor II	28
Auditor III	34
Buyer	18
Case Supervisor, Grade A	29
Case Supervisor, Grade B	27
Caseworker	25
Central Stores Clerk	12
Chief Confidential Investigator	34
Chief Social Welfare Examiner	29
Child Assistance Program (CAP) Coordinator	27
Child Support Unit Supervisor Assistant	27
Children & Family Specialist	28
Clerk	10
Community Service Aide	8
Community Services Worker	13
Computer Operator (MVCC)	18
Computer Programmer	26
Computer Specialist	28
Computer Technical Assistant	26
Confidential Investigator	23
Confidential Support Investigator	22
Contract Administrator	35
Coordinator of Aging Services	19
Coordinator of Planning and Finance (OFA)	29
Crime Victim Advocate	24
Crisis Intervention Counselor	28

Customer Relations Supervisor	23
Data Processing Clerk	17
Data Processor I	11
Data Processor II	13
Delinquent Tax Clerk	17
Director of Data Processing Service	30
Director of Records Management	26
Disbursements Officer	21
Drafter	18
Engineering Aide	16
Engineering Technician	21
Environmental Health Inspector	23
Environmental Health & Safety Officer	26
Family Assessment Worker	16
Family Services Specialist	28
Family Support Worker	16
Finance Administrative Officer	27
Geographic Information Systems (GIS) Analyst	32
Geographic Information Systems (GIS) Tech I	20
Geographic Information Systems (GIS) Technician II	30
Grand Jury Stenographer	30
Graphic Services Supervisor	20
Graphic Artist	18
Head Social Welfare Examiner	23
HIV Coordinator	29
Home Health Aide	9
Instructional Computing Specialist	29
Inventory Records Clerk	12
Investigative Financial Analyst	22
Job Development & Placement Manager	35
Junior Engineering Aide	14
Junior Planner	25
Junior Planning Aide	14
Junior Transportation Analyst	25
Law Clerk	27
Library Clerk	10
Licensed Practical Nurse	15
Mail Clerk	10
Mail and Supply Clerk	14
Managed Care Supervisor	35
Map Room Clerk	14
Medical Auditing Supervisor	21
Medical Records Clerk	12
Medical Services Coordinator	28
Medical Social Work Supervisor	27
Medical Stenographer	13
Medical Transcriber	13
Medical Worker	18
Microfilm Operator	13

Motor Vehicle Operator	11
Motor Vehicle Bureau Supervisor	26
Motor Vehicle Representative	12
Network Administrator	34
Nurse Practitioner	35
Nurse Counselor	24
Nutrition Outreach Coordinator	19
Nutrition Services Coordinator	24
OCC Nurse Coordinator	31
Office of Continuing Care Program Social Worker	19
Office of Continuing Care Program Nurse	21
Office of Continuing Care Senior Social Worker	22
Office Specialist I	10
Office Specialist II	11
Offset Duplicating Machine Operator	15
Outreach Services Representative	18
Outreach Worker	16
Paralegal Assistant	25
Parent Aide	12
Parent Aide Supervisor	21
Payroll Clerk	12
Personal Care Aide	8
Personnel Assistant	15
Personnel Technician I	19
Phlebotomist-Outreach Worker	16
Planner	27
Planning Aide	18
Planning Specialist	25
Pre-K Special Education Specialist	31
Principal Account Clerk	19
Principal Accounting Supervisor	36
Principal Clerk	19
Principal Office Specialist	15
Principal Planner	35
Principal Public Health Sanitarian	32
Principal Social Welfare Examiner	21
Printer Helper	13
Printing Supervisor	26
Probation Assistant	25
Probation Officer	27
Probation Officer Trainee	25
Probation Supervisor	29
Program Analyst	28
Program Manager	30
Psychiatric Social Worker I	28
Public Education Coordinator	30
Public Health Engineer	33
Public Health Planner	38
Public Health Sanitarian	26

Public Health Technician I	23
Public Health Technician II	25
Purchasing Agent	24
Real Property Administrative Officer	32
Real Property System (RPS) Coordinator	23
Research Analyst	23
Research Assistant	19
Research Specialist (OFA)	22
Resource Investigator	17
Secretary to Director of Real Property Tax Services	11
Senior Account Clerk	14
Senior Account Clerk-Typist	14
Senior Administration Assistant	21
Senior Aging Services Aide	14
Senior Buyer	21
Senior Caseworker	26
Senior Clerk	12
Senior Computer Operator	22
Senior Computer Programmer Analyst	34
Senior Computer Specialist	28
Senior Confidential Investigator	32
Senior Drafter	23
Senior Engineering Aide	17
Senior Family Services Specialist	29
Senior Geographic Information Systems (GIS) Analyst	35
Senior Medical Worker	19
Senior Motor Vehicle Representative	13
Senior Nutrition Outreach Worker	18
Senior Office Specialist II	13
Senior Office Specialist I	12
Senior Payroll Clerk	19
Senior Planner	30
Senior Probation Officer	28
Senior Public Health Sanitarian	30
Senior Resource Investigator	19
Senior Social Services Investigator	23
Senior Social Welfare Examiner	19
Senior Support Collector	19
Senior Support Investigator	19
Senior Tax Map Technician	23
Senior Transportation Analyst	30
Senior Workforce Development Counselor	25
Senior Workforce Development Coordinator	27
Social Services Investigator	21
Social Welfare Examiner	17
Social Worker Assistant	19
Staff Development Supervisor	29
Stock Clerk	10
Stop DWI Program Administrator	32

Supervising Campus Security Officer	19
Supervising Office of Continuing Care Nurse	25
Supervising Resource Investigator	24
Supervising Support Collector	24
Supervising Support Investigator	24
Support Investigator	17
Systems Analyst	28
Tax Abstract Clerk	21
Tax Clerk	15
Tax Map Technician	19
Telephone Operator I	10
Telephone Operator II	12
Transportation Analyst	27
Transportation Coordinator	19
Veterans Services Officer	20
Victim/Witness Coordinator	24
Vocational Education Counselor	27
Webmaster	26
Welfare Management Systems Coordinator	29
WIC Nutritionist	22
WIC Nutrition Technician	19
Workforce Development Coordinator	25
Workforce Development Counselor	23
Workforce Development Interviewer	19
Workforce Development Special Project Coordinator	32
Youth Program Director	19

2011/2012 UPSEU WHITE COLLAR - "W" SCALE

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
8W	16987	17519	18052	18672	19291	20013	20734	21407	22103	22821	23621	24565	25547	26569	27632
9W	17443	17995	18547	19181	19816	20553	21290	21982	22697	23435	24254	25225	26234	27283	28374
10W	17895	18486	19075	19735	20397	21164	21931	22644	23380	24140	24985	25984	27024	28105	29229
11W	18408	19028	19647	20332	21017	21810	22605	23339	24099	24881	25751	26782	27854	28968	30127
12W	18924	19590	20256	20974	21691	22522	23353	24111	24895	25705	26604	27668	28775	29926	31122
13W	19488	20193	20899	21641	22385	23245	24106	24889	25698	26533	27462	28560	29703	30892	32126
14W	20080	20835	21590	22371	23153	24054	24956	25767	26604	27469	28431	29568	30750	31981	33259
15W	20749	21541	22331	23138	23945	24878	25811	26649	27515	28410	29404	30580	31803	33076	34399
16W	21440	22277	23115	23953	24792	25761	26729	27598	28493	29420	30450	31668	32935	34251	35622
17W	22186	23072	23957	24832	25708	26718	27727	28629	29559	30521	31589	32852	34166	35533	36954
18W	22973	23898	24824	25729	26633	27678	28723	29656	30621	31615	32722	34031	35391	36808	38280
19W	23806	24777	25746	26683	27619	28700	29781	30748	31748	32780	33927	35285	36695	38163	39689
20W	24711	25725	26737	27708	28678	29798	30918	31923	32960	34032	35224	36632	38097	39621	41206
21W	25625	26681	27738	28740	29741	30898	32055	33097	34172	35284	36519	37979	39498	41078	42721
22W	26593	27710	28827	29873	30918	32126	33333	34417	35536	36691	37975	39494	41074	42717	44426
23W	27628	28791	29952	31033	32113	33361	34610	35734	36896	38095	39429	41005	42646	44352	46126
24W	28669	29890	31111	32235	33359	34657	35955	37124	38330	39577	40962	42600	44304	46076	47919
25W	29827	31099	32370	33531	34691	36035	37378	38593	39847	41142	42582	44285	46057	47899	49815
26W	31003	32347	33692	34908	36124	37531	38936	40201	41508	42857	44357	46131	47976	49895	51891
27W	32231	33638	35045	36306	37567	39025	40483	41798	43157	44560	46119	47964	49883	51878	53954
28W	33522	34913	36304	37560	38816	40274	41733	43090	44490	45937	47545	49446	51424	53481	55621
29W	34940	36325	37710	38973	40234	41707	43178	44581	46030	47526	49190	51157	53203	55331	57545
30W	36360	37743	39124	40391	41659	43142	44625	46076	47574	49120	50839	52872	54987	57187	59475
31W	37654	39074	40494	41793	43091	44614	46136	47636	49185	50783	52560	54662	56849	59123	61487
32W	38976	40450	41925	43264	44605	46178	47751	49302	50905	52559	54398	56575	58837	61191	63639
33W	40306	41847	43388	44775	46164	47791	49418	51025	52683	54395	56299	58551	60893	63328	65862
34W	41731	43327	44921	46352	47784	49464	51145	52806	54524	56296	58265	60596	63019	65540	68162
35W	43219	44880	46543	48021	49502	51238	52975	54697	56474	58310	60350	62765	65275	67886	70601
36W	44754	46489	48225	49763	51300	53103	54906	56690	58532	60435	62550	65052	67655	70361	73175
37W	46336	48145	49952	51544	53135	55002	56868	58716	60625	62595	64785	67378	70072	72875	75789
38W	48019	49922	51824	53484	55144	57090	59036	60956	62937	64982	67256	69947	72744	75654	78681
39W	49791	51769	53746	55462	57179	59191	61205	63195	65248	67367	69726	72515	75415	78432	81570
40W	51597	53677	55755	57548	59340	61442	63544	65610	67741	69943	72390	75286	78298	81430	84688
41W	53581	55746	57912	59711	61631	63810	65991	68135	70349	72636	75179	78185	81312	84565	87948
42W	55576	57864	60150	62097	64044	66324	68604	70833	73135	75512	78156	81280	84533	87914	91431
43W	57718	60105	62493	64514	66535	68903	71270	73586	75977	78447	81193	84440	87818	91331	94984
44W	59962	62463	64963	67070	69175	71641	74106	76515	79002	81570	84425	87801	91314	94966	98765
45W	62363	64965	67568	69752	71937	74494	77052	79556	82142	84811	87780	91291	94942	98740	102689
46W	64816	67546	70275	72554	74832	77499	80168	82773	85462	88241	91330	94981	98781	102733	106842
47W	67418	70276	73135	75510	77886	80666	83447	86160	88959	91851	95066	98869	102822	106936	111214
48W	70124	73125	76126	78607	81089	83992	86896	89720	92635	95646	98993	102953	107072	111354	115809
49W	72981	76128	79274	81864	84453	87481	90509	93450	96488	99623	103110	107235	111524	115985	120625
50W	75993	79287	82580	85279	87978	91134	94290	97355	100519	103786	107418	111715	116184	120832	125665

2013 UPSEU WHITE COTTON AR - "W" SCALE

GRADE	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
OLD	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
NEW																	
8W	17694	18232	18859	19484	20213	20941	21621	22324	23049	23857	24811	25803	26835	27909			
9W	18175	18733	19373	20014	20759	21503	22202	22923	23669	24497	25477	26496	27556	28658			
10W	18671	19266	19933	20601	21376	22150	22870	23613	24381	25235	26244	27294	28386	29521			
11W	19218	19844	20535	21227	22029	22831	23573	24340	25130	26009	27049	28133	29258	30428			
12W	19786	20458	21184	21908	22747	23586	24352	25144	25962	26870	27944	29063	30225	31434			
13W	20395	21108	21858	22609	23477	24347	25138	25955	26799	27736	28846	30000	31200	32447			
14W	21043	21806	22595	23384	24295	25206	26024	26870	27744	28715	29863	31058	32300	33592			
15W	21756	22554	23369	24185	25126	26069	26916	27790	28694	29698	30886	32121	33407	34743			
16W	22500	23346	24193	25040	26018	26996	27874	28778	29714	30754	31985	33264	34594	35978			
17W	23302	24196	25081	25965	26985	28005	28915	29855	30826	31905	33181	34507	35888	37324			
18W	24137	25072	25986	26900	27955	29010	29953	30927	31931	33049	34371	35745	37176	38663			
19W	25024	26004	26950	27895	28987	30079	31056	32065	33108	34266	35638	37062	38545	40086			
20W	25982	27005	27985	28965	30096	31227	32242	33290	34372	35576	36998	38478	40017	41618			
21W	26947	28015	29028	30038	31207	32375	33428	34514	35637	36884	38359	39893	41489	43149			
22W	27987	29115	30171	31227	32447	33667	34761	35891	37058	38355	39839	41485	43144	44870			
23W	29079	30251	31343	32435	33695	34956	36091	37265	38476	39823	41415	43073	44795	46587			
24W	30189	31422	32557	33693	35004	36315	37495	38714	39973	41371	43026	44747	46537	48398			
25W	31410	32694	33866	35038	36395	37752	38979	40245	41553	43008	44728	46517	48378	50313			
26W	32671	34029	35257	36486	37906	39325	40603	41923	43286	44800	46592	48456	50394	52410			
27W	33974	35395	36669	37943	39415	40887	42216	43589	45006	46581	48443	50382	52396	54493			
28W	35262	36667	37935	39204	40677	42151	43521	44935	46396	48020	49941	51939	54016	56177			
29W	36688	38087	39363	40637	42124	43610	45027	46490	48001	49682	51668	53735	55885	58120			
30W	38120	39515	40795	42076	43573	45072	46537	48050	49611	51348	53401	55537	57759	60070			
31W	39465	40899	42211	43522	45060	46597	48112	49676	51290	53085	55208	57417	59714	62102			
32W	40855	42344	43697	45051	46640	48228	49795	51414	53084	54942	57141	59426	61803	64275			
33W	42265	43822	45223	46625	48268	49913	51535	53210	54939	56862	59136	61502	63962	66521			
34W	43760	45370	46816	48262	49958	51656	53335	55069	56859	58847	61202	63650	66196	68844			
35W	45329	47008	48502	49997	51750	53605	55244	57039	58893	60953	63392	65927	68564	71307			
36W	46954	48708	50260	51813	53634	55455	57257	59118	61039	63175	65703	68331	71065	73907			
37W	48626	50452	52059	53666	55552	57437	59303	61231	63221	65433	68051	70773	73604	76547			
38W	50421	52342	54019	55695	57661	59627	61565	63566	65632	67929	70647	73472	76411	79468			
39W	52286	54283	56017	57750	59783	61817	63826	65900	68041	70423	73240	76169	79216	82386			
40W	54213	56312	58124	59934	62056	64179	66266	68419	70642	73114	76039	79081	82244	85535			
41W	56304	58491	60369	62247	64448	66651	68816	71052	73363	75931	78967	82126	85411	88827			
42W	58442	60752	62718	64684	66987	69290	71542	73866	76267	78937	82093	85378	88793	92345			
43W	60706	63118	65160	67200	69592	71983	74322	76737	79232	82005	85285	88696	92244	95934			
44W	63088	65612	67740	69867	72357	74848	77280	79792	82386	85269	88679	92227	95916	99752			
45W	65614	68244	70450	72656	75239	77823	80351	82963	85659	88657	92204	95892	99727	103716			
46W	68221	70978	73279	75580	78274	80969	83601	86317	89124	92243	95931	99769	103761	107911			
47W	70979	73866	76265	78664	81473	84282	87022	89849	92770	96017	99857	103850	108005	112326			
48W	73856	76887	79393	81900	84832	87765	90617	93562	96602	99983	103982	108143	112468	116987			
49W	76889	80067	82682	85297	88356	91414	94385	97453	100619	104742	108307	112639	117145	121831			
50W	80080	83405	86132	88858	92046	95233	98329	101524	104824	108492	112832	117346	122040	126921			