



ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

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EXPEDITED COMMUNICATIONS

November 21, 2018

(Correspondence relating to upcoming legislation, appointments, petitions, etc.)

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AVAILABLE ON WEBSITE
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Anthony J. Picente Jr.
County Executive



John P. Talerico
Commissioner

**ONEIDA COUNTY DEPARTMENT OF PERSONNEL
OFFICE OF THE COMMISSIONER**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5725 ♦ Fax: (315) 798-6490
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November 20, 2018

Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica New York 13501.

FN 20 18-408

WAYS & MEANS

Dear County Executive Picente:

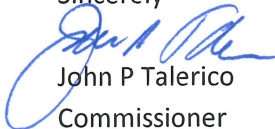
The County of Oneida and the United Public Service Employees Union White Collar Unit have reached a tentative agreement for a new Collective Bargaining Agreement covering the four year period, January 1, 2018-December 31, 2021. The agreement covers approximately 700 white collar workers. The union membership has ratified the agreement.

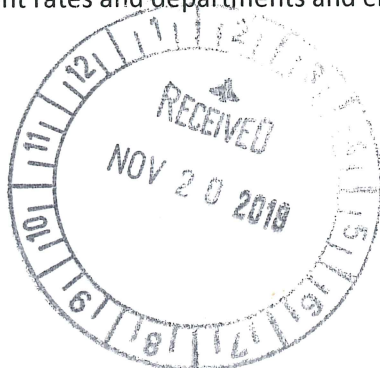
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I have attached the Tentative Agreement that describes other changes. One significant change that will require immediate action is that for 2018 only Christmas Eve December 24 will be a holiday of members of this bargaining unit. I am recommending approval of this agreement in that it is in line with negotiated settlements in the public sector as well as agreements previously entered into with our other bargaining units. It also provides management with the tools necessary to provide services to the public efficiently and effectively.

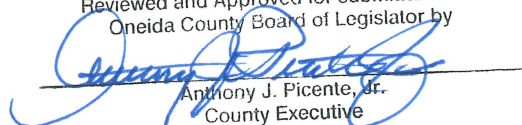
If you concur, I respectfully request that you forward my recommendation to the Board of Legislators and ask that they act on this matter at their meeting of November 28, 2018 so that salaries can be brought up to current rates and departments and employees can make plans for the December 24th closing.

Sincerely


John P Talerico
Commissioner



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by


Anthony J. Picente, Jr.
County Executive

Date 11-20-18

P Rayhill
T Keeler

MEMORANDUM OF AGREEMENT
by and between
ONEIDA COUNTY/MVCC
(White Collar Unit)

WHEREAS, the Collective Bargaining Agreement between Oneida County/MVCC (hereinafter referred to as the "County") and the United Public Service Employees Union White Collar Unit, (hereinafter referred to as the "UPSEU") expired on December 31, 2017; and

WHEREAS, the parties have reached a settlement and further wish to commit such to writing;

NOW, THEREFORE, the parties hereto agree that the current Collective Bargaining Agreement and all terms and conditions of employment set forth therein shall remain in full force and effect except as herein modified: (attached).

Items to be deleted are ~~lined out~~. New language is in ***bold italics***.

This Memorandum of Agreement is subject to the approval of the Oneida County Legislature and the ratification of the membership of UPSEU. Each respective negotiating committee agrees to recommend this Memorandum of Agreement for approval and ratification.

ARTICLE 2
RECOGNITION

- 2.3 UPSEU represents employees of the County holding a budgeted regular full-time position in a title reflected in ~~Appendix A -- Grade Classification~~ ***Appendix A - White Collar - Included Titles***.
- 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~~ ***Oneida County Rules for the Classified Civil Service*** 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 5
LABOR/MANAGEMENT MEETINGS

The parties agree to defer MVCC health insurance options to the labor/management committee.

ARTICLE 6
MEMBERSHIP DUES AND UNION SECURITY

- 6.2 ***If, and only if, permitted by law***, 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.

- 6.12 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 ~~4-~~ **1.5** 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 **on file with the Personnel Department, phone number**, social security numbers, job title, department, and date of hire. ***It is understood and agreed that social security numbers, and any other personal private information that may be made available to UPSEU, is for UPSEU's confidential, exclusive use in conjunction with its rights and duties under the Taylor Law. UPSEU further agrees that the non-consensual use of social security numbers, and any other personal information by other agents of UPSEU, or the use or release of such information for other than statutory purposes, is not authorized by the County.***

ARTICLE 9 ADMINISTRATION OF THE SALARY SCHEDULE

9.1 Salary

- A. On January 1, ~~2016~~ **2018**, the ~~2015~~ **2017** schedule shall be increased by ~~4.75%~~ **1.5%** to create the ~~2016~~ **2018** schedule; and on January 1, ~~2017~~ **2019**, the ~~2016~~ **2018** schedule shall be increased by ~~4.75%~~ **1.5%** to create the ~~2017~~ **2019** schedule; ***on January 1, 2020, the 2019 schedule shall be increased by 1.5% to create the 2020 schedule and; on January 1, 2021, the 2020 schedule shall be increased by 1.5% to create the 2021 schedule.***
- B. Each employee shall be eligible for annual step movement on the ~~2016 and 2017~~ **2018, 2019, 2020, 2021** schedule with step movement occurring on January 1, ~~2016~~ **2018**, and January 1, ~~2017~~ **2019, January 1, 2020 and January 1, 2021**. 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 13 (new), ~~14 (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 2.75% increase to his/her salary effective January 1, 2016, and a 2.75% increase to his/her salary effective January 1, 2017 **January 1, 2018, January 1, 2019, January 1, 2020 and January 1, 2021**. 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 2015 **2017** salary schedule on December 31, 2015 **2017** shall be taken "off the schedule" at that time, and shall be granted a 2.75% base salary increase effective January 1, 2016 **2018**, and an additional 2.75% base salary increase effective January 1, 2017 **2019, and additional 2.75% base salary increase effective January 1, 2020 and an additional 2.75% salary increase effective January 1, 2021**.

Each employee who is at the top step of the 2016 **2018** salary schedule on December 31, 2016 **2018** shall be taken "off the schedule" at that time, and shall be granted a 2.75% base salary increase effective January 1, 2017, **2019 an additional 2.75% base salary increase effective January 1, 2020 and an additional 2.75% base salary increase effective January 1, 2021**.

Each employee who is at the top step of the 2019 salary schedule on December 31, 2019 shall be taken "off the schedule" at that time, and shall be granted a 2.75% base salary increase effective January 1, 2020, and an additional 2.75% base salary increase effective January 1, 2021.

Each employee who is at the top step of the 2020 salary schedule on December 31, 2020 shall be taken "off the schedule" at that time, and shall be granted a 2.75% base salary increase effective January 1, 2021.

- E. On January 1, 2016, Step 1 ~~will be~~ **was** dropped from the 2016 salary schedule.

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. ***Effective January 1, 2019, 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 \$1,200.***

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. ***Effective January 1, 2019, 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 at least \$1,200 less 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 *into the same title held at the time of the layoff*, that employee shall be paid at the same step he/she was paid immediately prior to layoff. **Effective January 1, 2019, when an employee is recalled from layoff in accordance with the provisions of ARTICLE 17 JOB SECURITY into a lower grade title than that held at the time of the layoff, the employee will move to the step within the lower grade closest to but at least \$1,200 less than the salary he/she is currently receiving.**

9.7 Starting Salary

New employees shall normally be paid at the ~~Step 2 rate~~ **1st Step** 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 hire up to the third (3rd) Step on the salary schedule. 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 ~~2016~~ **2018** base salary after ratification for those hours or periods actually compensated, included overtime where appropriate, between January 1, ~~2016~~ **2018** and said payroll period.

9.10 Longevity

Each employee in the defined negotiating unit shall receive \$500 after the completion of five (5) years of service, **an additional** \$500 after the completion of ten (10) years of service (\$1,000), **an additional** \$500 after the completion of fifteen (15) years of service (\$1,500), **an additional** \$500 after the completion of twenty (20) years of service (\$2,000), and **an additional** \$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, **to be paid on a prorata basis each pay period**, 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 **on the date of travel** 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, **sixty-five cents (\$.65) effective January 1, 2019, seventy cents (\$.70) effective January 1, 2020 and seventy-five cents (\$.75) effective January 1, 2021** extra for hours worked on the second shift and fifty cents (\$.50) per hour, **seventy cents (\$.70) effective January 1, 2019, seventy-five cents (\$.75) effective January 1, 2020 and eighty cents (\$.80) effective January 1, 2021** for hours worked on the third shift.

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**ARTICLE 10
WORK HOURS**

10.4 *During the summer hour period, (Memorial Day through Labor Day), the prevalent hours of employee attendance will be from 8:30 am to 4:00 pm, including the one-half hour unpaid meal period. However, to ensure that essential services to the citizenry of the County will be delivered until at least 4:30 pm (or 5:00 pm where required by law), minimum staffing levels, as determined by the County, will be maintained beyond 4:00 pm by asking qualified employees to volunteer to work a 9:00 am to 4:30 pm or 8:30 am to 4:00 pm shift, including a one-half unpaid meal period. If there are more volunteers than necessary, seniority and qualifications shall govern the assignment of personnel. In the absence of a sufficient number of qualified volunteer to work the 9:00 am to 4:30 pm or 8:30 am to 4:00 pm shift, the County will have the right to make such assignments based on the inverse order of seniority. As an alternative, the County will also offer qualified employees the option of working from 8:30 am to 4:30 pm, with a one-hour unpaid meal period.*

**ARTICLE 12
RETIREMENT**

12.5 *When you join the Retirement System, you are assigned to a tier based on your date of membership. There are six (6) tiers in the Employees' Retirement System (ERS): you are in Tier 1 (75-g) if you joined before July 1, 1973; you are in Tier 2 (75-g) if you joined from July 1, 1973 through July 26, 1976; you are in Tier 3 if you joined July 27, 1975 through August 31, 1983; you are in Tier 4 if you joined September 1, 1983 through December 31, 2009; you are in Tier 5 if you joined January 1, 2010 through March 31, 2012; and you are in Tier 6 if you joined April 1, 2012 or after. Additional Tiers, if any, that may be mandated by State legislation for this bargaining unit shall also be implemented.*

**ARTICLE 13
LEAVE OF ABSENCE WITH PAY**

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 Eve Day - 2018 only
Independence Day	Christmas Day
	*Floating Holidays (2)

**ARTICLE 17
JOB SECURITY**

- 17.3 E. **Except when an employee is reinstated to his/her former position within one (1) year, in which case the employee shall not forfeit accrued seniority.**

**ARTICLE 19
EMPLOYEE ADDRESS AND TELEPHONE NUMBER**

- 19.2 Employee telephone numbers that are unlisted shall be held in confidence by the County to the greatest extent possible, **except that they shall be given to UPSEU and held in confidence by UPSEU as well**, and used for no other purpose than contact by the County.

**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) **per annum** in additional compensation. Employees achieving a sixty (60) hour job-related Masters Degree will receive Five Hundred Dollars (\$500) **per annum in** additional compensation. Payments will be made **on a prorata basis each pay period** after the Commissioner of Personnel has received proper documentation and certified the change to Audit and Control.

**ARTICLE 24
TUITION ASSISTANCE**

- 24.1 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:

The County agrees to pay up to a maximum of one hundred thirty-five dollars (\$135) **one hundred eighty dollars (\$180) effective January 1, 2019**, for a three (3) credit hour course, or forty-five dollars (\$45), **sixty dollars (\$60) effective January 1, 2019** per credit hour, but in no event more than one hundred thirty-five dollars (\$135), **one hundred eighty dollars (\$180) effective January 1, 2019** per semester per applicant, or more than forty-five dollars (\$45), **sixty dollars (\$60) effective January 1, 2019** per credit hour.

**ARTICLE 27
REVIEW OF REALLOCATION AND RECLASSIFICATION**

- 27.1 The County agrees to review **requests made by UPSEU for** 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 parties agree to meet and discuss the requests.

~~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

28.5 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. **When new job titles are created by the County that appear to be within the scope of UPSEU's collective bargaining unit or when existing positions are reclassified pursuant to Civil Service Law, the County will consult with UPSEU to determine whether the new or reclassified title should be included in UPSEU's bargaining unit. If the parties cannot agree to the unit status of a title, the matter may be submitted to PERB for determination.**~~


~~28.12 **The County and UPSEU are in mutual agreement that employees that participate as Volunteer Firefighters and Emergency Medical Technicians should be given leave with pay for time spent during their normal work shift responding to a fire-emergency and unable to report to work.**~~


~~**Any Volunteer Firefighter or Emergency Medical Technician registered as a Volunteer Firefighter or Emergency Medical Technician with the Department of Personnel and who is responding to their local Volunteer Fire Department within the Oneida County Fire District shall be eligible for such leave in accordance with the policies and procedures established by the Commissioner of Personnel. The County reserves the right to terminate this policy with two (2) weeks' notice and agrees to consult with the Union prior to such action.**~~


**ARTICLE 31
CONTINUATION**

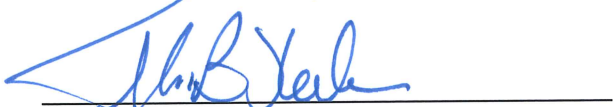
- 31.1 This Agreement shall become effective upon ratification and signing by the appropriate parties, and shall terminate at the close of business on December 31, ~~2017~~ **2021**.
- 31.2 The County and UPSEU recognize the desirability of commencing negotiations by January 1, ~~2017~~ **2021**, should either party desire to modify this Agreement, so that the negotiated Agreement's terms and conditions can hopefully be available for the ~~2018~~ **2022** 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, ~~2017~~ **2021**, this Agreement shall be automatically continued for the ~~2018~~ **2022** budgetary year at the same terms and conditions of the ~~2017~~ **2021** budgetary year.

FOR THE COUNTY:


John P. Talerico
Commissioner of Personnel

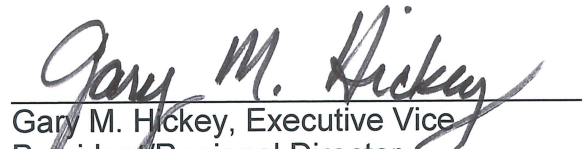

Kim Evans-Dame
Director of Human Resources, MVCC


Amanda Cortese, Esq.



Thomas B. Keeler
Budget Director

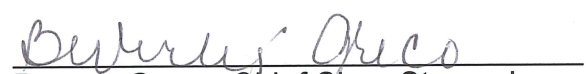
Date: 10/22/18

FOR THE UNION:



Gary M. Hickey, Executive Vice
President/Regional Director



Rosamaria Lomuscio
Labor Relations Representative

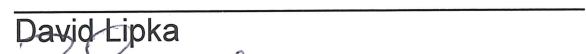

Michael P. Kutski
Labor Relations Representative

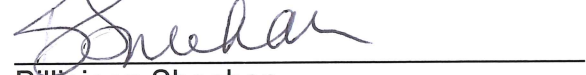

Beverly Greco, Chief Shop Steward



Joseph Carlo


Marisa Ciccotti


Angela DiSpirito


David Lipka


Billiejean Sheehan


Michelle Wadas

Date: 10/19/18

Anthony J. Picente Jr.
County Executive



John P. Talerico
Commissioner

**ONEIDA COUNTY DEPARTMENT OF PERSONNEL
OFFICE OF THE COMMISSIONER**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5725 ♦ Fax: (315) 798-6490
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November 20, 2018

Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica New York 13501.

FN 20 18-409

WAYS & MEANS

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente Jr.

Anthony J. Picente, Jr.
County Executive

Date 11-20-18

Dear County Executive Picente:

The County of Oneida and the United Public Service Employees Union Blue Collar Unit have reached a tentative agreement for a new Collective Bargaining Agreement covering the four year period, January 1, 2018-December 31, 2021. The agreement covers approximately 192 blue collar workers. The union membership has ratified the agreement.

The agreement calls for wage increases of 2.75% for employees off step for each year of the contract. Eligible employees on step will receive step movement each year of the agreement, a 1.5% increase to base salary retroactive to January 1, 2018 and 1.5% increase to base salary for the years 2019, 2020 and 2021.

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If you concur, I respectfully request that you forward my recommendation to the Board of Legislators and ask that they act on this matter at their meeting of November 28 2018 so that salaries can be brought up current rates and departments and employees can make plans for the December 24th closing.

Sincerely

John P. Talerico
John P Talerico
Commissioner



P Rayhill
T Keeler

12

MEMORANDUM OF AGREEMENT
by and between
ONEIDA COUNTY/MVCC
(Blue Collar Unit)

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WHEREAS, the parties have reached a settlement and further wish to commit such to writing;

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- 6.2 ***If, and only if, permitted by law***, the County shall deduct on a bi-weekly 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.
- 6.12 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, $4\frac{1}{2}$ **1.5** 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 ***on file with the Personnel Department, phone number***, social security numbers, job title, department, and date of hire. ***It is understood and agreed that social security numbers, and any other personal private information that may be made available to UPSEU, is for UPSEU's confidential, exclusive use in conjunction with its rights and duties under the Taylor Law. UPSEU further agrees that the non-consensual use of social security numbers, and any other personal information by other agents of UPSEU, or the use or release of such information for other than statutory purposes, is not authorized by the County.***

**ARTICLE 9
ADMINISTRATION OF THE SALARY SCHEDULE**

- 9.1 Salary
- A. On January 1, ~~2016~~ **2018**, the ~~2015~~ **2017** schedule shall be increased by 1.5% to create the ~~2016~~ **2018** schedule; and on January 1, ~~2017~~ **2019**, the ~~2016~~ **2018** schedule shall be increased by 1.5% to create the ~~2017~~ **2019** schedule; ***on January 1, 2020, the 2019 schedule shall be increased by 1.5% to create the 2020 schedule and; on January 1, 2021, the 2020 schedule shall be increased by 1.5% to create the 2021 schedule.***
- B. Each employee shall be eligible for annual step movement on the ~~2016 and 2017~~ **2018, 2019, 2020, 2021** schedule with step movement occurring on January 1, ~~2016~~ **2018**, and January 1, ~~2017~~ **2019, January 1, 2020 and January 1, 2021**. 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 13 (~~new~~), ~~14 (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 2.75% increase to his/her salary effective ~~January 1, 2016, and a 2.5% increase to his/her salary effective January 1, 2017~~ **January 1, 2018, January 1, 2019, January 1, 2020 and January 1, 2021**. 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. On January 1, 2016, Step 1 ~~will be~~ **was** dropped from the 2016 salary schedule.
- ~~E. Effective July 1, 2017, the 2017 schedule shall be increased by \$1,664.00 for each Grade and Step. Effective July 1, 2017, each employee off the salary schedule shall have his/her base salary increased by \$1,664.00. Effective July 1, 2017, compensation under Section 9.9 will cease, and said section will be eliminated and removed from any subsequent agreement(s).~~

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. **Effective January 1, 2019, 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 \$1,200.**

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. **Effective January 1, 2019, 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 at least \$1,200 less 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 **into the same title held at the time of the layoff**, that employee shall be paid at the same step he/she was paid immediately prior to layoff. **Effective January 1, 2019, when an employee is recalled from layoff in accordance with the provisions of ARTICLE 17 JOB SECURITY into a lower grade title than that held at the time of the layoff, the employee will move to the step within the lower grade closest to but at least \$1,200 less than the salary he/she is currently receiving.**

9.7 Starting Salary

New employees shall normally be paid at the ~~Step 2 rate~~ **1st Step** 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 hire up to the third (3rd) Step on the salary schedule. 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 ~~2016~~ **2018** base salary after ratification for those hours or periods actually compensated, included overtime where appropriate, between January 1, ~~2016~~ **2018** and said payroll period.

~~9.9 W.P.C. Differential Pay~~

~~All employees in W.P.C. Sanitation Sewers and Sewage Treatment, all mechanics (Maintenance, Heavy Equipment and Automotive) in Airport Division, Building Maintenance Division, Highways and Bridges Division, MVCC and all Traffic Division employees shall receive an additional \$0.80.~~

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, **sixty five cents (\$.65) effective January 1, 2019 and seventy cents (\$.70) effective January 1, 2020 and seventy-five cents (\$.75) effective January 1, 2021** extra for hours worked on the second shift and fifty cents (\$.50) per hour, **seventy cents (\$.70) effective January 1, 2019 and seventy-five cents (\$.75) effective January 1, 2020 and eighty cents (\$.80) effective January 1, 2021** for hours worked on the third shift.

9.14 Unscheduled Call-Out Incentive

In recognition that certain employees of the Department of Public Works (including the Highways and Bridges Division, Building Maintenance Division, and the Oneida County Airport) and certain employees of the Wastewater Pollution Control Department and MVCC's Maintenance Division are engaged in winter snow and ice removal activities and must be responsive to unscheduled call-outs, and to ensure an acceptable level of service by such employees, the following call-out incentive response plan will be in operation:

A. In instances where an employee is called out ten (10) or more times during the season and:

Responds To:	Receives:	
75% calls	\$200	\$300 effective January 1, 2019
85% calls	\$250	\$350 effective January 1, 2019
95% calls	\$300	\$400 effective January 1, 2019

9.15 One-Person Plowing Bonus Pay

Each employee of the Highways and Bridges Division of the Department of Public Works who is assigned to the one-person snow plowing (OPP) program shall receive a bonus payment at a rate of Three Dollars (\$3) per hour, **four dollars**

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(\$4.00) effective upon ratification, for each hour that the employee is actually engaged in such work activity. Such work time shall be rounded off to the nearest quarter hour. The bonus amount shall be paid biweekly and included in the employee's regular biweekly paycheck. Although the OPP is presently limited to state highways, employees will also receive this bonus if the OPP is extended to local highways in the County.

ARTICLE 10 WORK HOURS

10.4 Water Pollution Control 12 Hour Shift

- E. Each employee who is regularly assigned to the "2" shift or who is scheduled to work all of the hours or some of the hours of the "2" shift will be compensated by receiving thirty cents (\$0.30), **fifty cents (\$.50) effective January 1, 2019**, per hour extra, as shift differential, for hours worked on the "2" shift. Employees who are regularly assigned to the "2" shift will receive the shift differential for any vacation, holidays, sick leave and personal leave used. Any employee who is not regularly assigned to the "2" shift but who is required to work all of the hours or some of the hours of the "2" shift shall receive the aforesaid shift differential only for the hours he/she actually works on the "2" shift.

ARTICLE 12 RETIREMENT

- 12.5 When you join the Retirement System, you are assigned to a tier based on your date of membership. There are six (6) tiers in the Employees' Retirement System (ERS): you are in Tier 1 (75-g) if you joined before July 1, 1973; you are in Tier 2 (75-g) if you joined from July 1, 1973 through July 26, 1976; you are in Tier 3 if you joined July 27, 1975 through August 31, 1983; you are in Tier 4 if you joined September 1, 1983 through December 31, 2009; you are in Tier 5 if you joined January 1, 2010 through March 31, 2012; and you are in Tier 6 if you joined April 1, 2012 or after. Additional Tiers, if any, that may be mandated by State legislation for this bargaining unit shall also be implemented.**

ARTICLE 13 LEAVE OF ABSENCE WITH PAY

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 Eve Day - 2018 only
Independence Day	Christmas Day
	*Floating Holidays (2)

**ARTICLE 24
TUITION ASSISTANCE**

- 24.1 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:

The County agrees to pay up to a maximum of one hundred thirty-five dollars (\$135) **one hundred eighty dollars (\$180) effective January 1, 2019**, for a three (3) credit hour course, or forty-five dollars (\$45), **sixty dollars (\$60) effective January 1, 2019** per credit hour, but in no event more than one hundred thirty-five dollars (\$135), **one hundred eighty dollars (\$180) effective January 1, 2019** per semester per applicant, or more than forty-five dollars (\$45), **sixty dollars (\$60) effective January 1, 2019** per credit hour.

**ARTICLE 28
REVIEW OF REALLOCATION AND RECLASSIFICATION**

- 28.1 The County agrees to review **requests made by UPSEU** for 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 parties agree to meet and discuss the requests.

~~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.~~

- ~~28.2 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.~~
- ~~28.3 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.~~
- ~~28.4 The County Commissioner of Personnel will work with the State Civil Service Department towards reviewing grades and titles of County positions.~~

**ARTICLE 29
MISCELLANEOUS**

29.5 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.~~ ***When new job titles are created by the County that appear to be within the scope of UPSEU's collective bargaining unit or when existing positions are reclassified pursuant to Civil Service Law, the County will consult with UPSEU to determine whether the new or reclassified title should be included in UPSEU's bargaining unit. If the parties cannot agree to the unit status of a title, the matter may be submitted to PERB for determination.***

29.12 The County and UPSEU are in mutual agreement that employees that participate as Volunteer Firefighters and Emergency Medical Technicians should be given leave with pay for time spent during their normal work shift responding to a fire-emergency and unable to report to work.

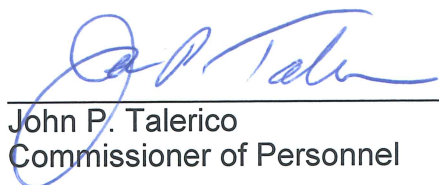
Any Volunteer Firefighter or Emergency Medical Technician registered as a Volunteer Firefighter or Emergency Medical Technician with the Department of Personnel and who is responding to their local Volunteer Fire Department within the Oneida County Fire District shall be eligible for such leave in accordance with the policies and procedures established by the Commissioner of Personnel. The County reserves the right to terminate this policy with two (2) weeks' notice and agrees to consult with the Union prior to such action.

**ARTICLE 32
CONTINUATION**


32.1 This Agreement shall become effective upon ratification and signing by the appropriate parties, and shall terminate at the close of business on December 31, ~~2017~~ **2021**.


32.2 The County and UPSEU recognize the desirability of commencing negotiations by January 1, ~~2017~~ **2021**, should either party desire to modify this Agreement, so that the negotiated Agreement's terms and conditions can hopefully be available for the ~~2018~~ **2022** 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, ~~2017~~ **2021**, this Agreement shall be automatically continued for the ~~2018~~ **2022** budgetary year at the same terms and conditions of the ~~2017~~ **2021** budgetary year.

FOR THE COUNTY:


John P. Talerico
Commissioner of Personnel


Kim Evans-Dame
Director of Human Resources, MVCC


Amanda Cortese, Esq.


Thomas B. Keeler
Budget Director

Date: 10/22/18


FOR THE UNION:

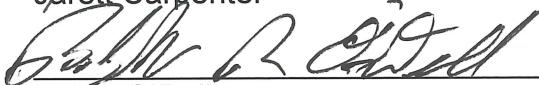

Gary M. Hickey, Executive Vice
President/Regional Director


Rosamaria Lomuscio
Labor Relations Representative


Michael P. Kutski
Labor Relations Representative



Dan Yoxall, Chief Shop Steward


Jarett Carpenter


Ralph O'Dell


Mike Wakefield


Fred Wehrenberg


Don White

Date: 10/19/18