



ONEIDA COUNTY BOARD OF LEGISLATORS

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**EXPEDITED COMMUNICATIONS FOR DISTRIBUTION
FOR THE
April 13, 2022
MEETING**

VOLUME#1

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

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Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
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April 6, 2022

FN 20 22 - 126

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

Health + Human Services

WAYS & MEANS

Re: Memoranda of Agreement with UPSEU White Collar Unit

Dear County Executive Picente:

The Services and Income Maintenance divisions of the Department of Family and Community Services have experienced significant staffing shortages over the last several months. As a result, the divisions are experiencing a backlog in processing cases. In an effort to clear this backlog, and ensure that the vital services these divisions provide to the public are delivered as quickly as possible, and within regulatory time frames, we would like to offer a limited-time incentive for employees to voluntarily work overtime. To that end, enclosed is a proposed Memorandum of Agreement (MOA) with UPSEU White Collar Unit that will afford bargaining unit employees in the titles listed therein the ability to earn overtime at two and one-half (2.5) times their regular rate of pay. If approved, MOA will be in effect from April 14, 2022 through July 14, 2022. Pursuant to the MOA, this benefit will only be afforded to those employees who opt to have their overtime compensation earned as wages paid. Employees who choose to earn their overtime compensation as compensatory time earned will not be able to take advantage of this MOA, and will continue to be compensated pursuant to the terms of the collective bargaining agreement.

If you concur, I respectfully request that you submit this request to the Board of Legislators for consideration at the April meeting. As always, I am available to address any questions or concerns that either you or the Board has regarding this matter.

Respectfully submitted,

Amanda Cortese-Kolasz
Commissioner of Personnel

Enclosures

CC: Comptroller
County Attorney
Budget Director

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

Anthony J. Picente, Jr.
County Executive

Date 4-7-22

MEMORANDUM OF AGREEMENT

By and between

THE COUNTY OF ONEIDA/MOHAWK VALLEY COMMUNITY COLLEGE

and

UNITED PUBLIC SERVICE EMPLOYEES UNION (WHITE COLLAR UNIT)

WHEREAS, the County of Oneida/Mohawk Valley Community College (the “County”) and the United Public Service Employees Union (White Collar Unit) (“UPSEU”) have settled a collective bargaining agreement for the period of January 1, 2022 to December 31, 2023 and a successor collective bargaining agreement for that period is awaiting signature; and

WHEREAS, the COVID-19 pandemic, coupled with staffing shortages, have caused a backlog of work in certain areas of the Oneida County Department of Social Services; and

WHEREAS, the County wishes to incentivize employees in affected areas to work voluntary overtime in order to assist in eliminating the backlog of work; now, therefore

BE IT RESOLVED, as a negotiated Memorandum of Agreement, the parties hereto agree as follows:

1. Commencing April 14, 2022 and continuing through July 14, 2022, each employee the title of Intake Processing Specialist, Social Welfare Examiner, Senior Social Welfare Examiner, Principal Social Welfare Examiner, Head Social Welfare Examiner, Chief Social Welfare Examiner, Assistant Director of Income Maintenance, Caseworker Assistant, Caseworker, Senior Caseworker, Case Supervisor - Grade B, Case Supervisor – Grade A, or Assistant Director of Services who works overtime as defined in the collective bargaining agreement shall be compensated at two and one-half (2.5) times his/her regular rate of pay if and only if they choose to take the compensation as pay. Any employee who chooses to earn their overtime compensation as compensatory time will continue to earn pursuant to the collective bargaining agreement.
2. The parties acknowledge that during their joint discussions which resulted in this Memorandum of Agreement, that they were fully and fairly represented; that they had the unlimited right and opportunity to propose the terms of this Memorandum of Agreement; that they knowingly, voluntarily, and of their own free will, entered into this Memorandum of Agreement, having read and fully understanding its terms; and


that all understandings and agreements between the parties on the issues addressed herein are set forth in this Memorandum of Agreement.

3. This Memorandum of Agreement shall be construed and enforced in accordance with and governed by the statutes and common law of the State of New York.
4. This Memorandum of Agreement constitutes the entire agreement and understanding between the parties on the issue addressed herein.
5. The parties acknowledge that no representation, promise, inducement or statement of intention has been made by any party to this Memorandum of Agreement that is not embodied in this Memorandum of Agreement and agree that no party shall be bound by, or liable for, any alleged representation, promise, inducement, or statement of intention not set forth in this Memorandum of Agreement.
6. This Memorandum of Agreement may not be modified except by a writing signed by all parties.
7. This Memorandum of Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and each of their respective legal representatives, estates, successors, assigns, heirs, administrators, personal representatives, and executors.
8. Except herein expressly agreed, the terms and provisions of the existing collective bargaining agreement shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed on the date shown by each of their signatures below.

County of Oneida
BY: Anthony J. Picente, Jr.
County Executive

Date



United Public Service Employees Union
By: Gary M. Hickey
Executive Vice President/Regional Director



Date