

# AGREEMENT

by and between the

## COUNTY OF ONEIDA

and the

## ONEIDA COUNTY NURSES UNIT

of the

## CSEA, LOCAL 1000 AFSCME, AFL-CIO



Oneida County Nurses Unit 7750-05  
Oneida County Local 833

January 1, 2023 - December 31, 2025

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## RECOGNITION

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AGREEMENT between the County of Oneida, New York (herein "Employer") and the Oneida County Nurses Unit of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL CIO, (herein the "Association").

Employer and Association recognize their common interests beyond their collective bargaining relationship. They pledge to strive together to insure the highest quality of service and the highest standards of professional nursing care. It is with these goals in mind that they have entered into this Agreement which, in addition to establishing basic terms and conditions of employment, is intended to provide a model and a framework for constructive resolution of any disputes that may arise between them, as well as the means for formulating continuing programs directed at improvements of mutual concern.

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### 1 - BARGAINING UNIT

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This Agreement covers each full time (herein "regular") and part time (herein "part time" or "per diem") employee licensed or otherwise lawfully authorized to practice as a Registered Professional Nurse, (herein "employee") employed by Employer to perform Registered Professional nursing except the Director of Clinic Services, Assistant Director of Clinic Services and the Supervising Public Health Nurses.

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### 2 - ASSOCIATION STATUS

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#### 2.01 Recognition

The County recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL CIO, the certified union, as the sole and exclusive bargaining agent for collective negotiations with respect to salaries, wages, hours, and all other terms and conditions of employment in accordance with the Taylor Law, for the employees in the bargaining unit as defined by Article 1.

#### 2.02 Dues Deduction

The Employer shall deduct from the weekly or bi-weekly wages of employees and remit, at the end of each month, to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and other authorized deductions for those employees who have signed dues deductions authorization cards. Employees who wish to withdraw their authorization for dues deduction must do so by following the instructions on their dues authorization card. For more information, contact CSEA at 1-800-342-4146. No other employee organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation period. The Employer also agrees to accord the payroll deduction privilege to any employee who desires to purchase CSEA-sponsored insurance products in accordance with eligibility criteria established by the CSEA for such insurance coverage.

Deductions shall be remitted promptly to the Civil Service Employees Association Inc., P.O. Box 7125, Capitol Station, Albany, NY 12224 in the form of two (2) checks each bi-weekly pay period one check for membership dues and one check for insurance deductions. The CSEA may direct that the check for insurance deductions be directed to Pearl, Carroll & Associates at an address to be supplied by the CSEA.

The CSEA shall indemnify the Employer 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 Employer for the purpose of complying with the provisions of this Article.

### **2.03 New Hire Notification and New Employee Orientation**

Notification: Upon hiring of a new employee, the Employer shall notify the CSEA Unit President and Labor Relations Specialist of a new employee's date of hire, title, grade, step placement, years of credited experience and personal contact information including but not limited to:

- Name
- Address
- Phone Number
- Social Security Number
- Birth Date

This information shall not be given to any person, organization, or otherwise unless compelled by court order or by law.

Orientation: Within thirty (30) days of providing the notice above, the Employer shall permit CSEA to meet with the new employees for a reasonable amount of time, not to exceed forty-five (45) minutes, during his/her work time to discuss benefits of membership in the Association. There shall be no charge to the leave credits of both the new employee and/or the CSEA representative. Unless specifically requested by the CSEA representative, the Employer's representatives shall not be present.

### **2.04 Association Membership**

Membership in the Association shall be voluntary, but since both parties to this Agreement recognize that a strong and active Association with full membership participation is desirable to the collective negotiating process, the Employer agrees that there shall be no discrimination, interference, restraint or coercion by the Employer or any of its agents or employees against any employee because of his/her membership in the Association or because of any lawful activities on behalf of the Association and its sole members which activities do not seriously conflict with or curtail the employee's work duties.

### **2.05 Association Business: Local Representative**

The Association will designate one employee from the Department of Health as its Local Representative and authorize this employee to deal with Employer about employment conditions and adjustments of problems arising under this Agreement. The Association will notify Employer of the representative's designation and authority, and any change.

### **2.06 Association Business: General Representative**

A duly authorized general representative of the Association may visit Employer's premises, by prearrangement with Employer, at any reasonable time, to discharge the Association's duties as collective negotiating representative.

## 2.07 Association Business: Bulletin Board

The Employer will provide the Association with a bulletin board space on which to post: (a) official Association notices and (b) notices required by law. The Association may also post such other matters as Employer may expressly and specifically approve. All such notices or other matters will be non political (in a public political sense) and non defamatory.

## 2.08 Association Business: Negotiations

Employer will grant time off with pay to four (4) employees for the purpose of negotiating collective bargaining agreements. Negotiations scheduled during periods of time other than the normal workday of the employee will not result in extra compensation for the participating employee.

## 2.09 Employee Information

The Employer shall, upon request of the Union, provide quarterly the following employee information for all bargaining unit employees to the Unit President and Labor Relations Specialist:

- Name
- Address
- Job title
- Date of hire/termination
- Employing agency, department, or operation unit
- Work location

This information shall not be given to any person, organization, or otherwise unless compelled by court order or law.

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## 3 - PROFESSIONAL PRACTITIONER STATUS

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### 3.01 Council of Nursing Practitioners

There shall be a Council of Nursing Practitioners at Oneida County.

#### A. Membership:

1. Membership of the Council shall consist of all nursing practitioners covered by this Collective Bargaining Agreement;
2. The Director of Clinic Services, in view of her professional expertise, shall serve in a consultative capacity to the Council;
3. There shall be an Executive Committee of a number equal to twenty-five percent (25%) of Association members, and this Executive Committee shall represent the Council in all relationships with the Director of Clinic Services, as well as the Public Health Director.

B. Purpose:

1. To foster adherence to standards of nursing practice enunciated by the profession;
2. To make recommendations with respect to the philosophy of nursing practice specific to Oneida County and to foster adherence to this philosophy.

C. Functions:

1. Review, recommend and develop standards of nursing practice consistent with those enunciated by the profession and the Council;
2. Analyze factors, which facilitate or impede the practice of nursing, for example:
  - a. Non nursing responsibilities, and identify nursing involvement in such responsibilities;
  - b. Assess staffing patterns and ratios;
  - c. Assess the adequacy of resources and supportive services essential to the practice of nursing;
  - d. Review and evaluate relationships with other disciplines and departments of the County.
3. Receive and review problems relating to nursing practice.

D. Responsibility and Authority:

1. The Executive Committee may refer to the Director of Clinic Services those recommendations approved by the Council, who shall respond within a one (1) month period;
2. Should a recommendation approved by the Executive Committee of the Council of Nursing Practitioners be vetoed by the Director of Clinic Services, a 75% vote of all Council members may cause the issue to be presented to the Public Health Director and a response may be made to the Council of the decision within a one (1) month period.

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## 4 - EMPLOYEE STATUS

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### 4.01 Qualifications

Each employee must be licensed or otherwise lawfully authorized to practice as a Registered Professional Nurse in New York under New York Law.

Employer will check and record the registration of each new employee at the time of employment, and will monitor registration renewals for each employee as required by law.

#### 4.02 Classification

An employee will be classified as either: (a) regular, (b) part time or (c) per diem, and in each such classification as either competitive or non competitive.

#### 4.03 Regular Employee

A regular employee is an employee covered by this Agreement who is employed on a regular basis to work a thirty five (35) hour workweek in the Department of Health.

#### 4.04 Part Time Employee

A part-time employee is an employee covered by this Agreement who is employed on a regular basis to work fifty percent (50%) or less than a normal workweek, up to seventeen and one-half (17½) hour workweek in the Department of Health. Part-time employees shall not be eligible for paid leave including, but not limited to, vacation, sick leave, personal leave, holidays, and compensatory time. In addition, part-time employees shall not be eligible for any fringe benefits except those specifically required by law, such as worker's compensation. Furthermore, part-time employees shall not be eligible for shift differential, educational differential, tuition reimbursement or uniform allowance. Part-time employees shall be paid the Proportionate Benefit at the appropriate Step of the salary schedule and shall be eligible for the Proportionate Benefit of longevity pay.

#### 4.05 Per Diem Employee

A per diem employee is an employee covered by this Agreement other than a full-time or part time employee. A per diem employee shall not be eligible for paid leave including, but not limited to, vacation, sick leave, personal leave, holidays, and compensatory time. In addition, per diem employees shall not be eligible for any fringe benefits except those specifically required by law, such as worker's compensation. Furthermore, per diem employees shall not be eligible for shift differential, educational differential, tuition reimbursement or uniform allowance. Per diem employees shall be paid the Proportionate Benefit at the appropriate Step of the salary schedule and shall be eligible for the Proportionate Benefit of longevity pay.

#### 4.06 Probationary Period

Except as herein otherwise provided, every permanent appointment from an open competitive list and every permanent appointment to a position in the competitive, non competitive, exempt or labor class shall be for a probationary term of not less than eight (8) or no more than twenty six (26) weeks.

The probationary term for training positions, in which an appointee is required to serve a specified training term, shall not be less than twelve (12) or more than fifty two (52) weeks.

Every permanent appointment from a promotion list resulting from a departmental or interdepartmental examination admitting competitive or noncompetitive class employees shall be for a probationary period of twelve (12) weeks.

An appointment shall become permanent upon retention of the probationer after his/her completion of the maximum period of service or upon earlier written notice following completion of the minimum period of service that his probationary term is successfully completed. A copy of such notice shall be

sent to the Commissioner of Personnel.

#### **4.07 Post Probationary Discipline**

Except as stated in paragraph 4.06, an Employee with rights pursuant to Section 75 of NY State Civil Service Law will be demoted, suspended, otherwise disciplined, or discharged only for just cause, and Employer will promptly notify the Employee and the Association in writing of each such action not covered by paragraph 4.06 and the reason for it.

#### **4.08 Seniority: Acquisition**

A regular or part time employee will acquire seniority after completing the probationary period, and such seniority will then date from the beginning of employment. A per diem employee will not acquire seniority.

#### **4.09 Seniority: Definition and Types**

Seniority means length of continuous employment by Employer in a position covered by this Agreement. There will be two (2) types of seniority: (a) regular, for a regular employee, and (b) part time, for a part time employee.

#### **4.10 Seniority: Accrual**

An employee whose employment has not been terminated by resignation or discharge or for a reason stated in paragraph 8.05 will accrue seniority continuously.

#### **4.11 Seniority: Loss**

An employee will lose seniority by resignation or discharge, by failure without a reasonable and valid excuse to return to work within five (5) working days of notice of recall, for any reason stated in paragraph 8.03, or by transfer to a position not covered by this Agreement for a period of three (3) months, except that this period may be extended by agreement between the Association and Employer.

#### **4.12 Seniority: Application**

Departmental seniority will apply to layoff, recall, and vacation time selection for regular full-time employees. In vacation time selection, seniority will be subject to Employer's operating requirements.

#### **4.13 Seniority: Lists**

Employer will: (a) on execution of this Agreement, and (b) on subsequent request by the Association, post and furnish to the Association seniority lists and will correct such lists from time to time as may be necessary. The posted list will conclusively establish an employee's seniority unless the employee protests it, in writing, within thirty (30) days from the time it is posted.

If the employee is on absence leave or vacation or otherwise unable to so protest it within such time, said protest must be made within thirty (30) days after the employee returns from such leave or vacation or such disability is removed.



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## 5 - WORK TIME

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### 5.01 Normal Workday

For the purpose of determining application of an employee's regular compensation rate, for Employees hired prior to January 1, 2023, the Employee's normal workday will be seven (7) consecutive hours from 8:30 a.m. to 4:00 p.m., with a half hour unpaid lunch. For employees hired on or after January 1, 2023, the Employee's normal workday will be seven (7) consecutive hours from 8:30 a.m. to 4:30 p.m., excluding any scheduled one-hour unpaid meal period.

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 Employer will be delivered until at least 4:30 pm (or 5:00 pm where required by law), minimum staffing levels, as determined by the Employer, 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 (½) 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 volunteers to work the 9:00 am to 4:30 pm or 8:30 am to 4:00 pm shift, the Employer will have the right to make such assignments based on the inverse order of seniority. As an alternative, the Employer will also offer qualified employees the option of working from 8:30 am to 4:30 pm, with a one-hour unpaid meal period.

### 5.02 Normal Workweek

For the purpose of determining application of an employee's regular compensation rate, the employee's normal workweek will be thirty five (35) hours in five (5) consecutive workdays, and the employee in each case will have two (2) consecutive days off in each workweek. Full-time employees hired prior to July 1, 2000, will continue to be scheduled to work a Monday to Friday normal workweek. Full-time employees hired on or after July 1, 2000, may be scheduled at the County's option to work a normal workweek consisting of thirty-five (35) hours in five (5) consecutive workdays, Monday to Friday, Tuesday to Saturday or Wednesday to Sunday. Any employee assigned to a Tuesday to Saturday or Wednesday to Sunday regular workweek shall receive a bonus payment, to be calculated on the basis of two (2) hours additional straight time pay, for each Saturday or Sunday actually worked.

### 5.03 Work Obligation: Employee

Unless an employee has a reasonable and valid excuse, the employee will work (a) the hours assigned as his or her normal workday and workweek, and (b) such additional hours as Employer may require. Employer recognizes the undesirability of working sixteen (16) consecutive hours and will make diligent efforts to prevent such occurrences but retains the right to so schedule only if necessary. Employees will make every effort possible to notify their supervisors at least two (2) hours in advance that sickness or an emergency will prevent their working on their assigned shift; upon receipt of such notification, Employer will immediately attempt to find replacements, giving as much notice as possible under each individual circumstance, and such replacements should be sought first from a voluntary overtime list by seniority, second from those who are currently working on shift and last from an involuntary list by seniority. Employer, however, retains the right to make necessary assignments for patient care. When assigned to work from an involuntary list, the employee's name is thereafter placed at the bottom of the rotation on the involuntary list.

Such lists will be posted on all floors and updated as often as necessary.

An employee will report for work on time, ready, willing, and able to work.

#### 5.04 Work Schedule

Except when prevented by circumstances beyond its control, or when accommodating the particular employee affected, Employer will, (a) post a schedule of each employee's work assignment not less than two (2) weeks in advance of the start of each workweek, and (b) maintain this schedule until it is superseded by a new schedule or changed by agreement between Employer and the employee concerned.

#### 5.05 Layoff

A layoff may be for any number of days or weeks or may be indefinite; and, except when prevented by circumstances beyond its control, Employer will give a regular employee at least ten (10) workdays' notice or compensation to the extent such notice is deficient. It is further agreed that Rule XXV of the Oneida County Rules of the Classified Service will apply during the life of this Agreement to insure uniform coverage of seniority rights when applied to layoff, reduction in force or job abolishment for competitive class employees.

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### 6 - MONETARY BENEFITS: COMPENSATION FOR TIME WORKED

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#### 6.01 Regular Compensation

The administration of the new salary schedules shall be in accordance with the following rules. The salary schedules for employees covered by this Agreement are set forth in Appendix "A".

#### 6.02 Promotional and Demotion Rules

##### 1. Permanent and Contingent Permanent Promotions

When an existing employee in the title of Registered Professional Nurse is appointed on a probationary, provisional, or contingent permanent basis to the title of Public Health Nurse, he/she shall be paid at the same step number of the salary schedule for Registered Professional Nurse immediately prior to said appointment. If said employee fails to achieve permanent status in the Public Health Nurse position, he/she shall be reinstated to a Registered Professional Nurse Position, if qualified, and receive the salary rate he/she would have received if he/she had remained in that title.

##### 2. Demotion

When an employee is demoted, involuntarily or voluntarily, that employee will move to the same step number of the salary schedule within the lower salary grade commensurate with years of service.

3. Reinstatement from Preferred List

When an employee is reinstated from a preferred list, he/she shall be paid at the same step, or at the same salary level if off step, he/she was paid immediately prior to layoff, whichever is applicable.

4. Return to Work

When an employee returns to work from an unpaid leave of absence, he/she shall be paid at the same step, or at the same salary level if off step, he/she was paid upon commencing the leave of absence (plus any unit wide increases), whichever is applicable.

**6.03 Entry Level Compensation**

New employees shall normally be paid at the first Step rate of the applicable salary schedule contained in Appendix "A" of this Agreement. However, when the Director of Public Health demonstrates severe and continued recruitment difficulty for a specific job title, the County reserves the right to increase the starting salary up to the third Step of the applicable salary grade. Such action shall occur only when authorized in advance by the County Commissioner of Personnel. Any employee in that 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.

Employees hired prior to September 30th of any calendar year shall remain at the applicable hiring step of the salary schedule for the calendar year of hire.

Employees hired subsequent to September 30th of any calendar year shall remain at the applicable hiring step until January 1st of the second calendar year following the calendar year in which they were hired.

**6.04 Premium Compensation Rate: Overtime Work**

An employee's compensation rate for work exceeding a normal workday or workweek will be: equivalent compensatory time off or regular compensation rate for the first five (5) hours of such work and thereafter one and one half (1 ½) times the employee's regular compensation rate, or, if employee requests it, equivalent compensatory time off, with a guaranteed minimum of three (3) hours pay for time actually worked on regularly scheduled days off.

Paid time off due to illness and holidays shall not be considered as time worked in computing eligibility for the overtime premium.

**6.05 Premium Compensation Rate: Limitation**

Except as otherwise required by law, no premium compensation rate will apply to any work done by an employee under a schedule arrangement or rearrangement to accommodate such employee.

**6.06 Compensation Computation**

Neither compensation nor compensation rates will be pyramided or compounded in computing compensation payable under this Agreement.

## 6.07 Pay Period

Compensation will be paid every two (2) weeks

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## 7 - MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED

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### 7.01 Holidays: Designation, Compensation or Equivalent Time Off

Each regular full-time employee will receive these holidays annually:

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

In order to use a floating holiday, an employee must notify his/her department head, or designee, in writing at least ten (10) working days in advance of the requested date. 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.

When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

Employees who are required to work on any of the above holidays shall receive an alternate day off with pay mutually agreeable to the Department Head and the employee, credited as compensatory time, or, at the employee's option, to be elected by notice to the Department Head within the payroll period in which the holiday occurs, receive a day's pay in addition to the holiday pay instead of an alternate day off. Employees required to work Thanksgiving Day, Christmas Day or New Year's Day will be paid at one and one-half (1 ½) their regular rate of pay. This provision applies regardless of the number of hours actually worked on the holiday.

Selection of those employees designated to work on any of the above holidays shall be at the discretion of the Department Head. Employer will have sole discretion in scheduling employees to work on a holiday but will exercise this discretion reasonably to avoid discriminating in favor of or against any employee.

### 7.02 Vacation: Amount

It is agreed that the following vacation schedule shall continue in effect by the County, for the life of this Agreement.

Effective January 1, 2000, each regular full-time employee will earn vacation on the basis of his/her employment year at the applicable one of these rates.

After one (1) year of service	ten days
After five (5) years of service	fifteen days
After ten (10) years of service	sixteen days
After eleven (11) years of service	seventeen days
After twelve (12) years of service	eighteen days
After thirteen (13) years of service	nineteen days
After fourteen (14) years of service	twenty days

To be credited with employment under this paragraph, an employee must be on full-pay status fifty percent (50%) of the calendar month, and an employee who is on such status for such time will be credited with the entire month for vacation purposes.

### 7.03 Vacations: Pay

Any regular full-time employee entitled under paragraph 7.05 will be paid for vacation at the employee's regular compensation rate.

### 7.04 Vacations: Entitlement

A regular full-time employee will not be entitled to a vacation until he or she has been employed continuously for six (6) months. Thereafter an employee may, with Employer's approval, take vacation in anticipation of credit accruals, and subsequent accruals will be debited against such vacation. Authorization to take a vacation in anticipation of credit accruals is limited to the credits earnable in the involved employment year plus any credit carried over from any prior year. An employee may elect to accumulate vacation up to fifteen (15) days.

### 7.05 Vacations: Scheduling

The vacation period will be the entire year and each regular full-time employee will, subject to Employer's operating requirements, have his/her choice of vacation time on a seniority basis.

### 7.06 Sick Leave: Amount

Each regular full-time employee will be credited with sick leave at the rate of one (1) day per month to a maximum of one hundred eighty (180) days.

No credit will be allowed for any calendar month in which the employee is on full pay status less than fifty percent (50%) of the time. An employee on sick leave will be paid at the employee's regular compensation rate.

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.

The Employer and the CSEA 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 days or less. However, in questionable circumstances, such as repetitive taking of sick leave before or after holidays, vacations, personal leave days or paydays, an employee may be required to justify the sick leave of any length of time by providing a medical certificate.

#### **7.07 Leave for Death in Family: Basis and Amount**

A regular full-time employee will receive bereavement leave (a) up to three (3) working days maximum for the death of an employee's spouse, parent, spouse's parent, child, brother, sister, legal guardian or foster parent, grandparent or spouse's grandparent, or a close relative who is an actual member of the employee's household, or (b) for one half (½) working day to attend the funeral of a relative other than one of the foregoing. An employee will be paid for such leave at the employee's regular compensation rate.

#### **7.08 Leave for Death in Family: Procedure**

Any regular full-time employee desiring leave under paragraph 7.10 will apply for it to the County Executive or his designee, and the leave will be effective as soon as practicable, but not later than the employee's next scheduled workday.

#### **7.09 Personal Leave: Amount**

Each existing (current) regular full-time employee hired prior to January 1st of each year, will receive up to four (4) workdays of personal leave for that year upon prior approval of the administrative head of the department.

Each regular full-time employee who commences full-time employment between January 1st through March 31st of the calendar year will receive up to four (4) workdays of personal leave for that year upon prior approval of the administrative head of the department.

Each regular full-time employee who commences full-time employment between April 1st through June 30th of the calendar year will receive three (3) workdays of personal leave upon prior approval of the administrative head of the department.

Each regular full-time employee who commences full-time employment between July 1st through September 30th of the calendar year will receive up to two (2) workdays of personal leave for that year upon approval of the administrative head of the department.

Each regular full-time employee who commences full-time employment between October 1st through December 31st of the calendar year will receive up to one (1) workday of personal leave for that year upon prior approval of the administrative head of the department

An employee will be paid for such leave at the employee's regular compensation rate. Any unused personal leave as of December 31st each year will be added to the employee's accrued sick leave, which will not exceed the maximum accumulation permissible under paragraph 7.09.

#### **7.10 Personal Leave: Procedure**

Any regular full-time employee desiring leave under paragraph 7.12 will give the administrative head of the department at least one (1) day's advance notice, whenever this is practicable.

#### **7.11 Leave for Court or Jury Attendance**

Each regular full-time employee will receive leave for required court or jury attendance. Required court

or jury attendance shall mean that the employee is required to appear in court as a witness, or to testify as a non-party witness in court, pursuant to subpoena or other order of the court.

### **7.12 Leave for Military Duty**

An employee will be paid for military duty leave according to applicable law.

### **7.13 Leave for Meeting Attendance**

Up to three (3) employees who are elected representatives of the employee unit will, subject to approval by the County Executive or his/her designee, receive leave to attend those Association meetings, which are scheduled to assist them in fulfilling their obligations to the members. This includes but is not limited to public hearings, which involve nursing services. An employee will be paid for such leave at the employee's regular compensation rate.

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## **8 - UNPAID TIME OFF**

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### **8.01 Meal Period**

An employee will receive a one half (½) hour meal period at a reasonable time daily, as fixed by the County Executive or his designee.

### **8.02 Extended Sick Leave**

A regular full-time employee with five (5) or more years of continuous active service may, in case of verified, serious and prolonged illness, receive additional sick leave with full pay. Such additional sick leave may be granted at the discretion of the Administrative Unit Head and with the approval of the Commissioner of Personnel, the County Executive, and the Board of County Legislators. Those employees with five (5) to ten (10) years of continuous service may be granted up to twenty (20) working days. Employees with eleven (11) to fifteen (15) years of continuous service may be granted up to forty (40) working days. Employees with sixteen (16) or more years of continuous service may be granted up to sixty (60) working days.

For each month of service, upon return to work from an authorized sick leave, the one (1) day sick leave credit now earned shall be applied against any extended sick leave used.

No accumulation of sick leave to an employee shall begin until all extended sick leave is repaid. If an employee is granted extended sick leave and does not use the amount authorized, only the number of days used shall be repaid.

### **8.03 Personal Leave: Basis and Amount**

On application as required by paragraph 8.04, a regular full-time or part-time employee who has completed one (1) year of continuous employment with Employer may be granted a leave of absence of up to twelve (12) months for reasons of illness, maternity and/or educational purposes. Such leaves of absence without pay are further defined in the Personnel Rules of Oneida County. An employee on leave pursuant to this paragraph will not accrue any benefits under this Agreement, but will retain previously accrued benefits, if any.

#### 8.04 Personal Leave: Procedure

Any regular full-time or part-time employee desiring a leave of absence under paragraph 8.03 will apply for it by submitting a form to be provided by the Commissioner or Personnel and by submitting any supporting documentation reasonably required by the Commissioner of Personnel, and Employer will notify the employee of its decision within three (3) working days after receiving such application. An employee desiring extension of any such leave will submit a similar application and supporting documentation not later than five (5) days before the scheduled expiration of that leave, and Employer will notify the employee of its decision within three (3) days after receiving such application.

#### 8.05 Personal Leave: Limitation

An employee who obtains a leave of absence or extension by false pretense, or who, without a reasonable and valid excuse and diligent effort to notify Employer in advance, fails to report for work on expiration of any leave or extension thereof, will be deemed to have voluntarily resigned and will not be entitled to receive any accrued benefits, if any, other than salary actually earned.

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### 9 - MONETARY BENEFITS: INSURANCE AND RETIREMENT

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#### 9.01 Statutory Insurance

Employer will insure each employee under (a) Federal Insurance Contribution Act (Social Security) to the extent required by law, and (b) New York Workers' Compensation Law.

#### 9.02 Health Insurance

1. The County shall continue to make available to regular full-time bargaining unit members and their eligible dependents group health, hospitalization and dental benefits substantially equivalent to or better than those which existed under the traditional health and dental benefits programs in existence as of December 31, 1999, subject, however, to the following changes which will be implemented no later than July 1, 2000:
  - A. The prescription drug plan benefit under the traditional health plan shall be modified to a three tier \$5/\$20/\$35 co-payment system.
  - B. The annual cash deductible under the traditional health plan will be changed from \$50 per person to \$100 per person subject also to a \$300 maximum per covered family.
  - C. The individual major medical benefit under the traditional health plan will be improved from the \$25,000 annual maximum/\$250,000 lifetime maximum level to a \$100,000 annual maximum/\$1,000,000 lifetime maximum level.
2. The County shall also offer each regular full-time 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 plan and prescription drug plan. The HMO will be HMO Blue and both the HMO and POS shall have a three tier \$5/\$20/\$35 co-payment system. If an employee chooses HMO or POS of service coverage, this



option will be in place of benefits currently provided by the traditional health and prescription drug plans.

3. Premium Cost Sharing For Health Benefits (Exclusive of Dental): Effective no later than July 1, 2000, the County shall assume one-hundred (100%) percent of the gross premium cost of health benefits for regular full-time employees hired prior to January 1, 1984, and eighty (80%) of the gross premium cost of health benefits for regular full-time employees hired on or after January 1, 1984, but prior to July 1, 2000, according to coverage category (individual, family, or individual and minor dependents), based on the plan selected by the employee. For regular full-time employees hired on or after July 1, 2000, the County shall assume eighty (80%) of the gross premium cost for individual coverage and seventy-five (75%) of the gross premium cost for any form of dependent coverage, based on the plan selected by the employee. The employee shall bear the remaining cost, if any, of said health benefits.
4. Premium Cost Sharing for Dental Benefits: Effective no later than July 1, 2000, the County shall also contribute up to \$20.00 per month per covered regular full-time employee for a dental program offering individual and dependent coverage. Effective no later than June 1, 2013, the County shall contribute up to \$25.00 per month per covered regular full-time employee for a dental program offering individual and dependent coverage. The employee shall bear the remaining cost of said dental benefits.
5. 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 regular full-time employee who would qualify for coverage under the County Health Insurance Plan, providing that the employee does not join or terminates coverage for the prior eleven (11) consecutive months. In lieu waiver forms must be received by the Personnel Department by December 31st (for the following year). Waiver forms will be included with paychecks/paystubs the last payday in November. 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 employee is not covered by the Health Insurance Plan for more than eleven (11) consecutive months. Payments will be:

Individual	\$300
Two (2) Person	\$600
Family	\$750

Any employee who is covered as a dependent in the Oneida County Health Insurance Program is not eligible for said Lump Sum Payment.

The County will offer one (1) open enrollment period at a time determined by the County.

The County reserves the right to change or provide alternate insurance plans or carriers, HMOs, or benefit levels, or to self-insure, as it deems appropriate for any form or portion of health, prescription drug, and/or dental insurance coverage 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 Association prior to any such change. However, the County will not be responsible for changes unilaterally imposed by an insurance provider, or HMO, in benefits, co-payment provisions, or deductibles so long as the County uses its best efforts to minimize changes by incumbent insurance providers and/or HMOs from one plan year to another.

In accordance with present practice, unit members and their eligible dependents shall not be eligible for multiple coverage at any time under the County's health insurance plans. For example, an employee may not be covered as both an individual and dependent at the same time under the County's health and dental benefit plans.

### **9.03 Retirement**

The County agrees that the one fiftieth (1/50th) non-contributory retirement plan, retroactive to 1938, shall be in effect for all eligible employees (Tier I and Tier II) effective December 27, 2001. This plan is known as 75 i. It is agreed that when an employee joins the Retirement System, he/she is assigned to a tier based upon his/her date of membership. There are currently six (6) tiers in the Retirement System: Tier 1 if joined before July 1, 1973; Tier 2 if joined from July 1, 1973, through July 26, 1976; Tier 3 if joined from July 27, 1975, through August 31, 1983; Tier 4 if joined from September 1, 1983 through December 31, 2009; Tier 5 if joined from January 1, 2010 through March 31, 2012; and Tier 6 if 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.

The County further agrees to continue option 41 J, which will credit up to a maximum of one hundred sixty five (165) days of unused accrued sick leave credit toward retirement.

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## **10 - MONETARY BENEFITS: MISCELLANEOUS**

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### **10.01 Terminal Benefits**

Employer will give a regular full-time or part-time employee whose employment is terminated for a reason other than resignation or misconduct justifying discharge two (2) weeks' notice. Such an employee will also give Employer two (2) weeks' notice of his/her intention to resign. At employment termination an employee will receive compensation for:

- (a) any accrued unused vacation, if any except where termination is for incompetence or misconduct, and
- (b) any accrued unused compensatory time, if any.

### **10.02 Higher Classification: Work Differential**

The regular compensation rate of a regular or part time employee who temporarily performs the work of an employee with a higher job title for a two (2) week period and has been properly assigned to do so will within the limitations set forth in New York State Civil Service Law § 61, after the two (2) week period, receive compensation based on the rate applicable to the higher title.

### **10.03 Educational Differential**

Each regular full-time employee will receive as an educational differential \$400 annually, prorated, for attaining a Master's Degree or thirty (30) graduate credits above a Baccalaureate Degree in a job related program, and \$500 annually, prorated, for attaining a sixty (60) graduate credits Master's Degree. This differential will be effective with the beginning of the first payroll period following approval by the Employer's Personnel Commissioner. The employee will be responsible to submit proof of his/her attainment, viz., official confirmation of the Master's Degree or successful completion of thirty (30)

credit hours or sixty (60) credit hours on a graduate level above a Baccalaureate Degree.

#### 10.04 Longevity

Effective upon ratification of this Agreement and applied retroactively to January 1, 2023, each employee covered by this Agreement shall receive \$1,000 after the completion of five (5) years of service. Thereafter, beginning with the completion of six (6) years of service and continuing until completion of twenty-five (25) years of service, each employee covered by this Agreement shall receive an additional \$200 per year. Longevity payments shall be capped at \$5,000 per year after completion of twenty-five (25) years of service. Longevity shall be added to base pay for all purposes and paid as part of the biweekly paycheck. In calculating years of service, the employee will earn the longevity increment upon reaching their anniversary date.

#### 10.05 Tuition Refund

After one (1) year of employment, regular full-time employees who wish to take job related courses at an accredited educational institution may do so under the following conditions:

The Employer agrees to support a maximum of six (6), four (4) credit hour courses during any term up to an amount of \$60 per credit hour or annual cost to the Employer of \$2,880.

Employee must have the approval of his/her department head and department head's concurrence as to the job related status of the course.

If employee sign up exceeds the maximum course allotment, employees will be subject to a seniority system with those employees having greatest seniority given the first opportunity to attend. During subsequent years of the Agreement, if an employee is unable to take courses in any one term because of ineligibility under the seniority rule, that employee shall have first opportunity to take a course during the next ensuing term. Once an employee has had the opportunity for tuition refund under the terms of this article, said employee will rotate to the bottom of the eligibility list.

The Employer agrees to pay the cost of tuition only, said money to be paid directly to the employee upon presentation of proof of successful completion of the course and paid receipt from the accredited institution.

All courses will be taken outside of the employee's normal work hours. The County Personnel Department will administer the program and establish procedures to be followed.

#### 10.06 Twenty-Four (24) Hour Coverage, Weekends and Holidays

Employer and Employees have agreed to the following system:

- A. All full-time employees covered by this Agreement will be maintained by Employer on a list (hereinafter referred to as the "List.") Full-time employees on the List will be given fifteen (15) calendar days if they choose to select one week of the weeks designated by Administration for assignment to After Hours Phone Coverage and accompanying responsibilities for twenty-four (24) hours a day, for a consecutive seven (7) day period beginning on Tuesday at 4:31 p.m. and ending on the following Tuesday at 4:30 p.m. Each full-time employee on the List may only select one week of the designated weeks.

- B. During this selection period, if two (2) full-time employees select the same week, seniority will prevail. Those full-time employees who have not been assigned the original week of choice by this process will be offered a choice of available weeks by seniority.
- C. Any available weeks will then be offered to the full-time employees on the List by seniority.
- D. If there are still available weeks or if the assigned employee cannot fulfill the assignment, the Employer may assign qualified part-time employees, per diem employees, or the following County positions outside the bargaining unit: Supervising Public Health Nurse, Assistant Director of Clinical Services and/or Director of Clinical Services to perform duties and responsibilities associated with After Hours Phone Coverage during that available week.
- E. Upon expiration of the List established by the process outlined above, the List will be reestablished using the process outlined above.
- F. The Employer will not mandate any employee to be assigned to After Hours Phone Coverage.
- G. Employees will be compensated for fulfilling the assignment as follows:

After Hours Phone Coverage

Fifty dollars (\$50) per day for providing After Hours Phone Coverage on a weekday/non-holiday and seventy-five dollars (\$75) per day for providing After Hours Phone Coverage on weekends and holidays, to be taken in money. This shall be in addition to any compensation for Telephone Time, Written Documentation Time and/or Visit Time.

Telephone Time & Associated Written Documentation Time

Effective upon execution of this Agreement by both parties, employees shall be paid their regular rate of pay for Telephone Time and/or Written Documentation Time until such time as the employee has worked in excess of forty (40) hours in the week, and thereafter shall be compensated at one and one half (1 ½) times the employees regular compensation rate for said time in excess of forty (40) hours in the week. Remuneration for the hourly pay may be taken in money or in compensatory time off.

Visit Time & Associated Written Documentation Time

Effective on the execution of this Agreement and for the duration of this Agreement, employees shall be paid one and one half (1 ½) times their hourly compensation rate for Visit Time. All time shall be calculated on a portal-to-portal basis and shall include associated Written Documentation time. Remuneration may be taken in money or compensatory time. Employees will be paid a guaranteed minimum of two (2) hours for visits that commence between the hours of 4:31 p.m. and 8:00 a.m.

### **10.07 County Automobile**

Employer will continue the present practice of providing County-owned automobiles to employees designated by the department head but only within the limits of funds available for same from the County and the State. Employees using private vehicles in discharging assigned duties and responsibilities will be eligible for the transportation allowance specified in paragraph 10.09.

### **10.8 Mileage**

The County will reimburse employees who must use their own vehicles for County business, at the prevailing IRS rate on the date of travel, upon submission of appropriate voucher.

### **10.09 Emergency Closing**

When emergency conditions, as determined solely by the County Executive prevail, the County Executive shall make a determination of the need or desirability of closing County facilities and will so notify appropriate department heads to take appropriate action. 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 shall receive pay for actual hours worked or compensatory time off for such time worked. Employees will notify the Department Head of his/her choice within the payroll period.

### **10.10 Uniform Allowance**

The Employer agrees to provide an annual uniform allowance of \$400 for all regular full-time employees of the bargaining unit.

Eligible regular full-time employees be employed as of January 1st of the year in which he/she would receive the payment and must continue on the payroll through the last full pay period for the month of November. Payment will be made to all employees as of the first payday in December. In the case of an employee who has been on an "authorized leave of absence without pay" for any portion of the calendar year, the clothing allowance will be prorated to reflect time spent in active service.

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## **11 - HEALTH AND SAFETY**

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### **11.01 Employer Obligation**

Employer will observe all applicable health and safety laws and regulations, and, consistent with its established practice, will take all steps reasonably necessary to assure employee health and safety.

Employer and Association will meet to discuss concerns of safety regarding dangerous visit locations.

### **11.02 Employee Obligation**

Each employee will observe all applicable health and safety laws and regulations and comply with all Employer health and safety rules and instructions.

### 11.03 Health Examination

Employer will, at its expense, give each employee a general health examination when the employee enters Employer's employ and at least annually thereafter.

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## 12 - BUSINESS OR EMPLOYMENT INTERRUPTION

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Neither the Association nor employees will directly or indirectly cause, engage or participate in any strike, work stoppage, work interruption, work interference, slowdown, picketing or boycott during the life of this Agreement. Employer will not directly or indirectly cause, engage or participate in any lockout during the life of this Agreement.

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## 13 - GRIEVANCE AND ARBITRATION PROCEDURE

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### 13.01 Definitions

As used herein, the following terms shall have the following meanings:

- A. "Employee" shall mean any person directly employed and compensated by the County of Oneida who is represented by the CSEA.
- B. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of the County of Oneida or a department thereof, which relate to or involve 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 such term 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.
- C. "Department" shall mean any office, department, board, commission, or other agency of the government of the County of Oneida.
- D. "Immediate Supervisor" shall mean the employer or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work and approves his/her time record and evaluates his/her work performance.
- E. "Days" shall mean all days other than Saturday, Sunday, and legal holidays. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this ordinance.

### 13.02 Declaration of Basic Principle

Every employee of this County shall have the right to present his/her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his/her own choosing at all stages of the grievance

procedure.

### 13.03 Initial Presentation

- A. An employee who claims to have a grievance shall present his/her grievance to his/her immediate supervisor, in writing, within five (5) days after the grievance occurs.
- B. The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as he/she deems appropriate and shall consult with his/her superiors to such extent as he/she deems appropriate, all on an informal basis.
- C. Within five (5) days after presentation of the grievance to him/her, the immediate supervisor shall make his/her decision and communicate the same, in writing, to the employee presenting the grievance.
- D. Disciplinary action against an employee, may be appealed by filing a written grievance through the Association within Five (5) working days after the receipt of such notification by the employee if he/she disagrees with the disciplinary action taken. Said grievance shall be processed by the Association as a Step Two grievance and, if necessary, through the arbitration step.

### 13.04 Second Stage

- A. If an employee presenting a grievance be not satisfied with the decision made by his/her immediate supervisor, he/she may within five (5) days thereafter, request a review and determination of his/her grievance by the department head.

Such request shall be in writing and shall contain a statement setting forth the specific nature of the grievance and the facts relating to it. Such request shall be served upon both the department head and the immediate supervisor to whom the grievance was originally presented. Thereupon, and within two (2) days after receiving such request, the immediate supervisor shall submit to the department head a written statement of his/her information concerning the specific nature of the grievance and the facts relating to it.

- B. The department head or his/her designee may, and at the request of the employee shall, hold a hearing within ten (10) days after receiving the written request and statement from the employee. The employee and his/her representative, if any, may appear at the hearing and present oral and written statements or arguments.
- C. Within five (5) days after the close of the hearing, or within fifteen (15) days after the grievance has been submitted to him/her, if there be no hearing, the department head or his/her designee shall make his/her decision and communicate the same in writing to the employee presenting the grievance and to the employee's representative, if any.

### 13.05 Appellate Stage

- A. In the event the grievance is not adjusted at the conclusion of Step 2, CSEA may request in writing with a copy to the Commissioner of Personnel or their designee the appointment of the arbitrator from the Public Employment Relations Board within ten (10) working days after

receipt of the decision rendered at the conclusion of Step 2.

The two parties shall comply with these procedures in the selection of an arbitrator. The arbitrator shall hear the appeal of both parties and render a decision within a thirty (30) day period.

- B. Costs, fees, or expenses for arbitration proceedings will be borne by the losing party.
- C. The arbitrator shall have no power to add to, subtract from, or modify any of the conditions or provisions of this Agreement, provided, however, that in the event a dispute arises as to the issues to be determined in the arbitration, said arbitrator is hereby empowered not only to resolve the dispute, but to determine the issues to be decided.

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#### **14 - LETTERS OF REPRIMAND**

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An employee who receives a Letter of Reprimand must be given a reasonable opportunity to initial said letter before it is placed in his/her personnel file. Failure of the employee to initial said Letter of Reprimand after a reasonable opportunity to do so shall not have any adverse effect on the use of said Letter of Reprimand by the employer. The employee may appeal said letter by written, signed response. This rebuttal shall not constitute a grievance, and any grievance shall be undertaken separate and apart from this appeal, and pursuant to the provisions of Articles 13 and 15 of this Agreement. This response shall be placed in the employee's official personnel file along with the original Letter of Reprimand and shall be a part of that file for one (1) year from the date of the original Letter of Reprimand, whereupon, written request of the employee to the Personnel Department, both the Letter of Reprimand and the response shall be removed.

After presentation of a Letter of Reprimand to an employee, whether initialed or not initialed by the employee, the Department Head shall, by certified mail, send a copy of said letter to the employee's last known home address, and a copy to CSEA Headquarters, 6895 Kirkville Road, East Syracuse, NY 13057.

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#### **15 - DISCIPLINE AND DISCHARGE PROCEDURE**

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An 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 and in place of the procedures specified in Sections 75, 76 and 77 of the Civil Service Law.

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 Employer. A notice of such discipline shall be made in writing and served upon the employee with a copy to the CSEA Unit President and the County Commissioner of Personnel. The specific acts for which discipline is being imposed and the penalty shall be specified in the notice, and shall include references to dates, times, and places.

Service of the notice of discipline shall be made by personal service, if possible, and if such service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested. A copy of the notice of discipline shall be served simultaneously upon the CSEA Unit President. Service of the notice of discipline upon the Unit President will be by registered or certified



mail, or by personal service. The time limits for presenting a grievance as defined in this paragraph will commence at the time of receipt of the notice of discipline by the employee.

If the employee disagrees with the disciplinary action, the employee and/or the CSEA may initiate a grievance at the second stage of the grievance procedure as specified in paragraph 13 of this Agreement. Failure to submit a grievance within five (5) working days of receipt of the notice of discipline will constitute acceptance of the imposed penalty by the employee and the CSEA and the matter will be settled in its entirety. Subject to a mutual written agreement between the CSEA and the County Commissioner of Personnel, the time limit herein above specified may be extended.

It is expressly understood that the County shall be permitted to impose the disciplinary penalty prior to expiration of the five (5) working day period for submittal of a grievance challenging the disciplinary action, except where the intended penalty consists of a discharge from County employment. In such instance, the discharge will be held in abeyance pending the outcome of the grievance procedure.

However, nothing herein shall be construed as restricting the County's authority to suspend an employee without pay in contemplation of dismissal, especially where the employee's continued presence would, in the County's reasonable judgment, constitute a threat to personal safety or the security of County operations.

An employee shall have the right to be represented in disciplinary matters by a CSEA representative if the employee elects to do so. Such right of representation shall extend to any questioning of the employee, which may lead to the disciplinary action. Nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with his/her department head 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.

No disciplinary action shall be commenced by the County more than eighteen (18) months after the occurrence of the alleged act(s) for which discipline is being considered provided, however, that such time limitations shall not apply where the act(s) would, if proved in a court of competent jurisdiction, constitute a crime.

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## **16 - BUSINESS MANAGEMENT**

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Subject to applicable law, Employer has both the legal responsibility and sole right to manage its business and, except as limited in this Agreement, to: (a) hire, assign, transfer, promote, demote, schedule, lay off, recall, discipline, and discharge its employees and direct them in their work; (b) control all Employer property; (c) maintain the efficiency of operations entrusted to them; (d) to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; (e) 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; provided that such rights shall not be exercised in violation of other sections of this Agreement or in violation of any law.

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## 17 - MISCELLANEOUS

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### 17.01 Definitions

As used in this Agreement and except as otherwise clearly required by its context:

- A. "Agreement" means this Agreement and each appendix, schedule, amendment or supplement thereto;
- B. "Employer" means the County of Oneida;
- C. "Association" means the Oneida County Nurses Unit of the CSEA, Inc.;
- D. "Employee" means an employee covered by paragraph 1;
- E. "Day" means a twenty four (24) hour period beginning at 8:30 a.m.;
- F. "Week" means the seven (7) day period beginning with the start of the employee's day on Thursday;
- G. "Month" means a calendar month;
- H. "Employment Year" means the year beginning at 12:01 a.m. on the employee's employment date or employment anniversary, as the case may be;
- I. "Accredited Educational Institution" means an educational institution accredited under the laws of the state in which it is established and authorized by such laws to confer an academic degree;
- J. "Proportionate Benefit" where provided for a part time employee means that part of any stated compensation rate, as limited to regular salary and longevity pay, determined by multiplying the applicable benefit for a regular full-time employee with the same job title and same seniority by a fraction whose denominator is thirty five (35) and whose numerator is the number of hours (including fractions thereof) in the employee's normal workweek.

### 17.02 Employee Addresses and Telephone Numbers

It shall be the responsibility of each employee to keep the County informed of his/her current address and telephone number where he/she can be notified of emergencies, changes in schedules, disciplinary actions, overtime assignments, and other matters. All employees shall be required, as a condition of employment, to obtain and maintain an operating telephone an operating telephone at which he/she can be reached when off-duty. Newly hired employees shall have sixty (60) days from the date of hire to comply with this requirement. 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. It shall be the responsibility of the employee to notify the employer in writing that his/her telephone number is unlisted.

### 17.03 Non Discrimination

Neither Employer nor Association will discriminate against any employee or applicant for employment as an employee, in any matter relating to employment because of race, color, creed, national origin, sex, age, marital status or reasonable activity on behalf of the Association.

### 17.04 Meetings

Employer and Association will meet at mutually convenient times and places to consider employment conditions and the operation of this Agreement.

### 17.05 Notices to Parties

Any notice required to be served on Employer under this Agreement will be either mailed to Employer by certified mail or delivered to Employer, or so mailed or delivered to such person, and at such address as Employer may designate by written notice served on the Association. Any notice required to be served on the Association under this Agreement will be mailed to the Association, addressed to the Association's Office, CSEA, 6895 Kirkville Road, East Syracuse, NY 13057, or to such other person and at such address as the Association may designate by written notice served on Employer.

### 17.06 Agreement Construction

Paragraph titles throughout this Agreement are merely editorial identifications of their related text, and do not limit or control that text.

### 17.07 Separability

This Agreement and its component provisions are subordinate to any present or future laws and regulations. If any Federal or New York law or regulations, or the final decision of any Federal or New York court or administrative agency affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise, this Agreement will not be affected.

### 17.08 Disciplinary Record

The cost of the record in disciplinary proceedings shall be shared equally by the parties.

### 17.09 Solicitation

No employee shall engage in solicitation without the express written permission of the County Executive.

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## 18 - STAFF DEVELOPMENT

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### 18.01 Programs

Employer will provide, with approval of the Department Head and/or County Executive:

- A. A planned orientation program for each new employee.
- B. An organized program of in service education on work time.
- C. Employees will be eligible to participate in in service workshops or meetings, which will improve employees' on the job performance; however, said participation shall not exceed four (4) days, per year, per employee. If an employee so desires, he/she may arrange with a co worker to donate his/her in service time to the co worker, with the understanding that in no event will in service time exceed four (4) days per employee in any year.
- D. A sum of forty dollars (\$40) will be provided for the procurement of journals or professional documents, which relate to Department of Health Nursing. Publications so procured will relate to the expansion and/or updating of knowledge in the fields of public health covered by County responsibilities. Such publications shall be approved by, and procured through, the Public Health Director.

### 18.2 Notice to Employees

Employer will provide the Association with copies of the Agreement equal in number to one half (½) of the Association's membership (to be supplied by the Association), and any stated personnel policies supplemental hereto, and will provide each employee, at the time of appointment, transfer or promotion, with written confirmation of such personnel action and the job description and regular compensation rate of the position to which the employee is appointed, transferred or promoted.

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## 19 - REVIEW COMMITTEE

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Employer will, through its County Executive or his designee, appoint a committee to review all compensation and classification inequities. The Association may present to this committee any request it may have for review of any inequity, and the committee will review the Association's presentation, independently (to the extent necessary or desirable) investigate the facts and present its recommendations to the County Executive (with a copy to the Association) within thirty (30) days after receiving the Association's review request.

The County Executive will, in turn, present his recommendations on the matter to the Board of County Legislators (with a copy to the Association) within thirty (30) days after receiving the committee's recommendations. The committee and the County Executive, as the case may be, shall, in presenting their recommendations, also state their reasons for each recommendation and advise the Association of these reasons. The Board of County Legislators will consider any recommendations from the County Executive in accordance with the "Oneida County Board of Legislators Rules of the Board."

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**20 - AMENDMENT**

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This Agreement may be amended or supplemented only by further written agreement executed by the parties.

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**21 - EFFECTIVE DATE: DURATION AND RETROACTIVITY PROVISION**

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This Agreement, except as otherwise stated, will be effective upon ratification and signing by the appropriate parties, and shall terminate at midnight December 31, 2025. Where applicable, an employee who is still on the active payroll as of the beginning of the first full payroll period immediately following full ratification of this Agreement by both parties shall receive a retroactive payment based upon his/her 2023 base salary after ratification for those hours or periods actually compensated, included overtime where appropriate, between January 1, 2023, and said payroll period. As to any matters other than base salary, the Employer agrees that items that can practically and legally be made retroactive will be provided retroactively. However, the CSEA agrees to excuse retroactivity in areas of the Agreement which provide real or potential legal problems for retroactivity.

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**22 - LEGISLATIVE ACTION**

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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

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**SIGNATURE PAGE**

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This agreement shall become effective as of January 1, 2023 and remain in effect until December 31, 2025.

Signed by their duly authorized representatives this 16<sup>th</sup> day of October, 2023.

COUNTY OF ONEIDA

CSEA Inc., Local 1000, AFSCME/AFL CIO

  
\_\_\_\_\_  
Anthony Picente, Jr.  
County Executive

  
\_\_\_\_\_  
Michael V. Nesci  
Labor Relations Specialist

  
\_\_\_\_\_  
Marina Kistner, Unit President

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**APPENDIX "A" - SALARY SCHEDULE 2023**

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**ONEIDA COUNTY NURSES  
SALARY SCHEDULE 2023  
"N" Scale**

Each regular, full-time, part-time or per diem Registered Professional Nurse and each regular, full-time, part-time or per diem Public Health Nurse "on step" shall advance one step effective January 1, 2023, January 1, 2024, and January 1, 2025. The salary schedules shown herein represent a 2% increase to the schedule for the 2024 and 2025 salary schedules.

**REGISTERED PROFESSIONAL NURSE**

19N	STEP	JAN 1, 2023	JAN 1, 2024	JAN 1, 2025
	1	\$54,600	\$55,692	\$56,806
	2	\$56,784	\$57,920	\$59,078
	3	\$59,055	\$60,236	\$61,441
	4	\$61,418	\$62,646	\$63,899
	5	\$63,874	\$65,152	\$66,455
	6	\$66,429	\$67,758	\$69,113
	7	\$69,086	\$70,468	\$71,878
	8	\$71,850	\$73,287	\$74,753

**PUBLIC HEALTH NURSE**

22N	STEP	JAN 1, 2023	JAN 1, 2024	JAN 1, 2025
	1	\$54,416	\$60,604	\$61,816
	2	\$61,793	\$63,028	\$64,298
	3	\$64,264	\$65,550	\$66,861
	4	\$66,835	\$68,172	\$69,535
	5	\$69,508	\$70,898	\$72,316
	6	\$72,289	\$73,734	\$75,209
	7	\$75,180	\$76,684	\$78,217
	8	\$78,187	\$79,751	\$81,346

Each regular, full-time, part-time or per diem Registered Professional Nurse and each regular, full-time, part-time or per diem Public Health Nurse who has been or shall become "off step" shall receive a 4% increase to his/her base salary effective January 1, 2023, January 1, 2024, and January 1, 2025.

**PLACEMENT OF EXISTING EMPLOYEES ON THE SALARY SCHEDULE**

Elena Leshkevich shall be placed at Step 7 on the 2023 salary schedule.

Marina Kistner shall be placed at Step 8 on the 2023 salary schedule.