



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

Timothy Julian
Minority Leader

**EXPEDITED COMMUNICATIONS FOR DISTRIBUTION
FOR THE
FEBRUARY 8, 2023
MEETING**

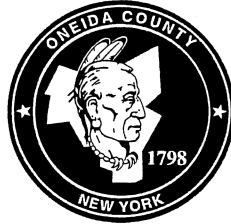
VOL#2

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
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AVAILABLE ON WEBSITE ONLY
www.ocgov.net

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
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490
E-mail: labor@ocgov.net

January 30, 2023

FN 20 23-050

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

WAYS & MEANS

Re: Collective Bargaining Agreement Between the County and Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, Oneida County Local #833 ("CSEA")

Dear County Executive Picente:

I am pleased to report that the County and CSEA have reached a tentative agreement for a new three (3) year collective bargaining agreement covering the period of January 1, 2023 through December 31, 2025. The agreement covers Registered Professional Nurses and Public Health Nurses. The union membership approved this agreement unanimously.

The highlights of the agreement, which were negotiated at your direction, and within the parameters of the authority you provided to me, are as follows:

- **Salary:** Retroactive to January 1, 2023, salary schedule increases as noted in the attached tentative agreement. The resulting salary increases will place wages for these critical titles in line with other public and private sector employers. I believe that the resulting increases will help us significantly in both recruitment and retention efforts for these critical roles.
 - Recently, pursuant to my authority under the existing collective bargaining agreement when we are facing severe and continuous recruitment difficulty, we have been advertising the starting salary for Registered Professional Nurses at the third step of the salary schedule, at \$41,374. This agreement increases the starting salary to \$54,600.
 - Pursuant to that same authority, we would have hired a Public Health Nurse under the prior collective bargaining agreement at \$45,378. This agreement increases the starting salary of a public health nurse to \$59,416.
 - | | ON STEP INCREASE | OFF STEP INCREASE |
|----------|-------------------------|--------------------------|
| 1/1/2024 | step movement + 2% | 4% |
| 1/1/2025 | step movement + 2% | 4% |
- **Longevity:** Longevity has been changed in a manner to assist in retention efforts. Employees will receive \$1,000 in longevity pay upon completion of five (5) years of service,

and thereafter, will receive an additional \$200 per year in longevity after completion of each subsequent year through twenty-five (25) years. Under this longevity plan, longevity payments will cap at \$5,000 per year after twenty-five (25) years of service.

- **Work Hours:** Work hours were changed such that moving forward, all new hires will work 8:30 – 4:30 p.m., Monday through Friday, as opposed to the prior schedule of 8:30 a.m. – 4:00 p.m. This will allow for extension of the public health clinic hours, and will create consistency among all employee work hours in the public health clinic, as all management and support staff there work the hours of 8:30 a.m. – 4:30 p.m. pursuant to Board resolution and the UPSEY collective bargaining agreement.
- **On-Call Pay:** The on-call stipend was increased and the cap on hourly rate of pay for all hours worked on call was removed, such that employees will be compensated their regular or overtime hourly rate of pay, dependent upon the number of hours worked in a given week.
- A significant amount of language clean-up was also done throughout the agreement to remove all references and provisions that began when the County had the County-owned nursing home, and had never been updated to reflect today's operations.

The full details of the contract settlement are detailed in the tentative agreement, a copy of which is attached herewith.

I believe that the contract is fair to the employees and the taxpayers, provides the County with the necessary tools to manage the changing needs of the Public Health Department and the community that relies on its services, and positions the County to competitively recruit and retain an essential workforce. As such, I recommend approval of this agreement and ask that you forward the same to the Board of Legislators for action at their February meeting.

Last, I would like to thank both negotiating teams for their efforts in bringing this matter to a conclusion. As always, I am available to answer any questions or concerns that either you or the Board of Legislators may have regarding this matter.

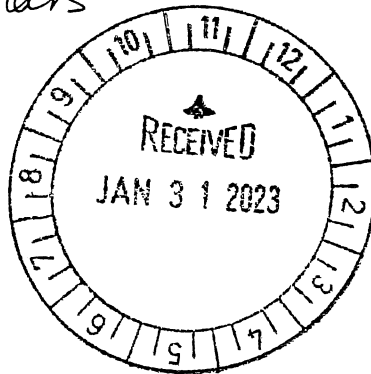
Respectfully submitted.

Amanda L. Cortese-Kolasz

Amanda L. Cortese-Kolasz
Commissioner of Personnel

Enclosure

cc: County Attorney
Comptroller
Budget



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

Anthony J. Picante, Jr.
Anthony J. Picante, Jr.
County Executive

Date 1-30-23

2

TENTATIVE AGREEMENT

by and between

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 AFSCME, AFL-CIO,
ONEIDA COUNTY LOCAL #833,
Oneida County Nurses Unit – 7750-05
and the
COUNTY OF ONEIDA**

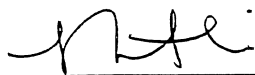
1. This Memorandum of Agreement consisting of the attached Tentative Agreements states the County of Oneida and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO agreement identifying the provisions of the collective bargaining agreement which the parties intend to execute. It is understood between the parties that Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO will not be bound by the MOA and will not execute a collective bargaining agreement unless it is ratified by the Local Bargaining Unit.
2. It is further agreed and understood by the parties that any and all terms and conditions of employment of the January 1, 2018 – December 31, 2022, agreement and any and all subsequent memorandums of agreement, letters of understanding, or otherwise, not specifically addressed by this Memorandum of Agreement shall remain unchanged.
3. Upon ratification and adoption by the Oneida County Board of Legislators, the parties agree to execute a formal document integrating the terms of the MOA and the expired agreement.

Upon ratification of the parties, CSEA shall update, print, and distribute the Collective Bargaining Agreement to its members. The County shall notify CSEA of how many copies it requires and CSEA shall provide them to the County.

4. This Agreement constitutes the entire understanding between the parties on the issues addressed herein and supersedes all prior agreements, understandings, whether written or oral. The parties acknowledge that no representation, promise, inducement, or statement of intention has been made by any party to this Agreement that is not embodied herein, 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 Agreement.

For CSEA:

For County of Oneida:





Date: 1/20/23

Date: 1/20/23

County Proposal #1

1 – BARGAINING UNIT

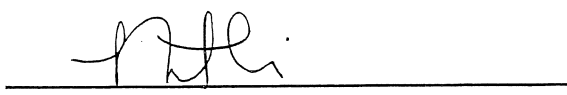
This Agreement covers each full-time (herein "regular") and part-time (herein "part-time" or "per diem") employee licensed or otherwise lawfully authorized to practice as a Registered Professional Nurse, (herein "Employee") employed by Employer to perform Registered Professional nursing ~~in nursing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

TENTATIVE AGREEMENT:

FOR THE COUNTY:

FOR CSEA:


Amanda L. Cortese-Kolasz



Date: 1/20/23

Date: 1/20/23

NEGOTIATIONS

between

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 AFSCME, AFL-CIO, ONEIDA COUNTY LOCAL #833

Oneida County Nurses Unit #7750-05

and

COUNTY OF ONEIDA

UNION PROPOSAL #2

Article 2 – Association Status

Section 2.02 Dues Deduction

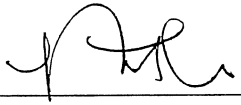
Replace current first sentence of first ¶ with:

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.

Date Presented: 1/20/23

Agreed: YES NO

Tentatively Agreed to:



CSEA



COUNTY

County Proposal #2

2 – ASSOCIATION STATUS

2.03 Agency Fee

~~Notwithstanding Section One of this Article, and subject to continued authority under Section 208(3)(b) of the Taylor Law, the Employer shall deduct from the wages of all bargaining unit employees who are not members of the Civil Service Employees Association (CSEA), the amount equivalent to the dues levied by the CSEA, and remit the sum to the CSEA, Capitol Station, Box 7125, Albany, NY 12224, provided, however, that the CSEA 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 rata share of expenditures by the CSEA in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. Association dues shall be deducted from wages on a bi-weekly basis.~~

* Propose to strike in its entirety as it is unconstitutional. Further subsections of Article 2 should then be renumbered accordingly.

TENTATIVE AGREEMENT:

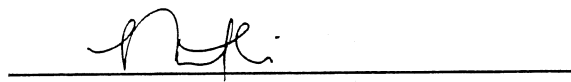
FOR THE COUNTY:

FOR CSEA:



Amanda L. Cortese-Kolasz

Date: 1/20/23



Date: 1/20/23

NEGOTIATIONS

between

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 AFSCME, AFL-CIO, ONEIDA COUNTY LOCAL #833

Oneida County Nurses Unit #7750-05

and

COUNTY OF ONEIDA

CSEA PROPOSAL #3

Article 2 – Association Status

Section 2.03 Agency Fee

Change title to: *Section 2.03 New Hire Notification and New Employee Orientation*

Replace current section with:

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:

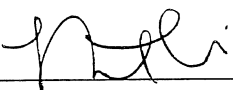
- Name
- Address
- Phone Number
- Social Security Number
- Birth Date

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

Orientation: Within thirty (30) days of providing the notice above, the Employer shall permit CSEA to meet with 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.

Date Presented: 1/20/23
 Agreed: YES NO

Tentatively Agreed to:



 CSEA



 COUNTY

County Proposal #3

2 – ASSOCIATION STATUS


2.06 Association Business: General Representative

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

TENTATIVE AGREEMENT:

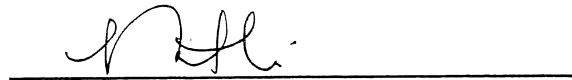
FOR THE COUNTY:

FOR CSEA:



Amanda L. Cortese-Kolasz

Date: 1/20/23



Date: 1/20/23

County Proposal #4

2 – ASSOCIATION STATUS

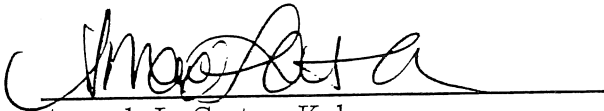
2.08 Association Business: Negotiations

Employer will grant time off with pay to four (4) employees-bargaining unit members 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.

TENTATIVE AGREEMENT:

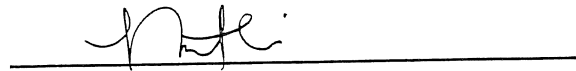
FOR THE COUNTY:

FOR CSEA:



Amanda L. Cortese-Kolasz

Date: 1/20/23



Date: 1/20/23

NEGOTIATIONS

between

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 AFSCME, AFL-CIO, ONEIDA
COUNTY LOCAL #833**

Oneida County Nurses Unit #7750-05

and

COUNTY OF ONEIDA

CSEA PROPOSAL #4

Article 2 – Association Status

Section 2.09 Employee Information

Change to read:

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:

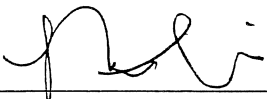
- name
- address
- job title
- date of hire/termination
- employing agency, department, or operation unit
- work location

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

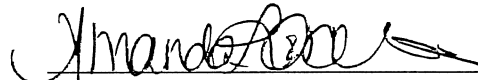
Date Presented: 1/20/23

Agreed: YES NO

Tentatively Agreed to:



CSEA



COUNTY

County Proposal #5

3 – PROFESSIONAL PRACTITIONER STATUS

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 Patient-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 ~~five (5) to seven (7)~~ ^{up to five (5) members} ~~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 Patient-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 Patient-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 Patient-Clinic Services, a 75% vote of all Council members may cause the issue to be presented to the ~~Director of the Department of Health~~ Public Health Director and a response may be made to the Council of the decision within a one (1) month period.

3.02 Joint Nursing Medical Practices Committee

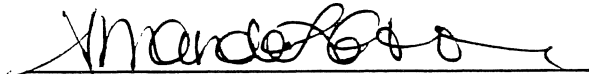
~~The Public Health Director shall establish and maintain a Joint Nursing Medical Practices Committee. The Committee shall be comprised of an equal number of representatives from the Medical Service, Nursing Service and Administration. The Committee shall address itself generally to all matters affecting patient care and specifically to areas of overlapping responsibilities, which have implications for patient care, and shall have authority to make recommendations to the Public Health Director.~~

*Propose to strike in its entirety. We no longer have "Medical Service" on staff.

TENTATIVE AGREEMENT:

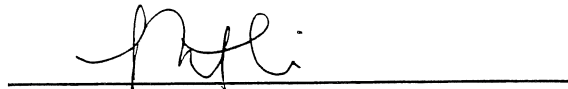
FOR THE COUNTY:

FOR CSEA:



Amanda L. Cortese-Kolasz

Date: 1/20/23



Date: 1/20/23

County Proposal #6

4 – EMPLOYEE STATUS

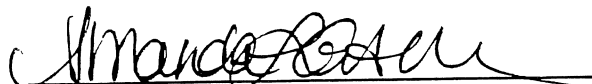
4.04 Part-Time Employee

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, but at least up to seventeen and one-half (17-½) 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.

TENTATIVE AGREEMENT:

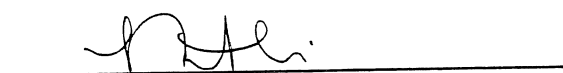
FOR THE COUNTY:

FOR CSEA:



Amanda L. Cortese-Kolasz

Date: 1/20/23



Date: 1/20/23

County Proposal #7

4 – EMPLOYEE STATUS

4.05 Per Diem Employee

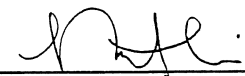
A per diem employee is an employee covered by this Agreement other than a full-time or part-time employee. A per diem employee shall not be eligible for paid leave including, but not limited to, vacation, sick leave, personal leave, holidays and compensatory time. In addition, per diem employees shall 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.

TENTATIVE AGREEMENT:

FOR THE COUNTY:

FOR CSEA:


Amanda L. Cortese-Kolasz



Date: 1/20/23

Date: 1/20/23

County Proposal #8

4 – EMPLOYEE STATUS

4.07 Post-Probationary Discipline

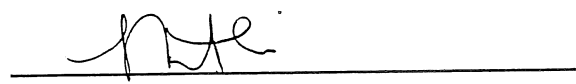
Except as stated in paragraph 4.06, a ~~Civil Service Employee~~ Employee with rights pursuant to Section 75 of NY State Civil Service Law will be demoted, suspended, otherwise disciplined or discharged only for just cause, and Employer will promptly notify the Employee and the Association in writing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

TENTATIVE AGREEMENT:

FOR THE COUNTY:

FOR CSEA:


Amanda L. Cortese-Kolasz



Date: 1/20/23

Date: 1/20/23

County Proposal #9

5 – WORK TIME

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, in the Department of Health, seven (7) consecutive hours from 8:30 a.m. to 4:30 p.m., excluding any scheduled one hour unpaid meal period. (8:30 a.m. – 4:00 p.m.).

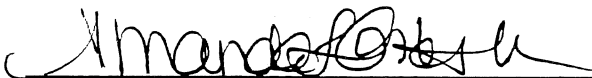
~~To obtain minimum but adequate staffing to accommodate patient care needs from 9:00 a.m. to 5:00 p.m., the County will first ask employees to volunteer. If the County fails to obtain minimum but adequate staffing for these periods it may assign employees in reverse order of seniority. In accordance with the present practice, the County may schedule outside the hours designated above on a voluntary basis.~~

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 volunteer 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.

TENTATIVE AGREEMENT:

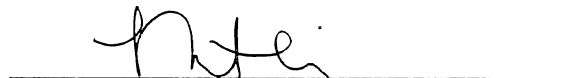
FOR THE COUNTY:

FOR CSEA:



Amanda L. Cortese-Kolasz

Date: 1/20/23



Date: 1/20/23

County Proposal #10

5 – WORK TIME

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 inverse 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. ~~Diligent efforts should be made to find replacements within common job titles not covered by this Agreement before application of the above procedure in order to assure necessary coverage where required.~~

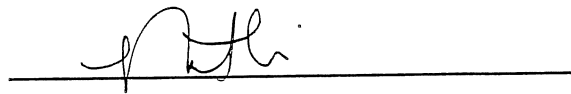
An employee will report for work on time, ready, willing and able to work.

TENTATIVE AGREEMENT:

FOR THE COUNTY:

FOR CSEA:


Amanda L. Cortese-Kolasz



Date: 1/20/23

Date: 1/20/23

NEGOTIATIONS

between

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 AFSCME, AFL-CIO, ONEIDA COUNTY LOCAL #833

Oneida County Nurses Unit #7750-05

and

COUNTY OF ONEIDA

UNION PROPOSAL #6

Article 6 – Monetary Benefits: Compensation for Time Worked

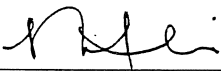
Remove:

Paid time off due to illness and holidays shall not be considered as time worked in computing eligibility for the overtime premium. (Paid time such as vacation, sick, etc. is an earned benefit. The employee is paid as if they worked, conversely, it should count towards OT). Add to notes and delete before printing.)

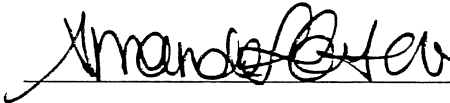
Date Presented: 1/20/23

Agreed: YES NO

Tentatively Agreed to:



CSEA



County Proposal #11

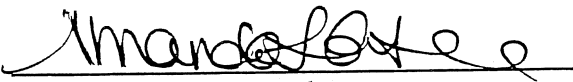
6 – MONETARY BENEFITS: COMPENSATION FOR TIME WORKED

See attached proposed Appendix A

TENTATIVE AGREEMENT:


FOR THE COUNTY:

FOR CSEA:



Amanda L. Cortese-Kolasz

Date: 1/20/23

 _____

Date: 1/20/23

APPENDIX A

2

ONEIDA COUNTY NURSES SALARY SCHEDULE

("N" SCALE)

I. 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.

<i>REGISTERED PROFFESIONAL NURSE</i>	<i>STEP</i>			
<i>19N</i>		JAN 1, 2023	JAN 1, 2024	'JAN 1, 2025
	1			
	2			
	3	\$ 54,600	\$ 55,692	\$ 56,806
	4	\$ 56,784	\$ 57,920	\$ 59,078
	5	\$ 59,055	\$ 60,236	\$ 61,441
	6	\$ 61,418	\$ 62,646	\$ 63,899
	7	\$ 63,874	\$ 65,152	\$ 66,455
	8	\$ 66,429	\$ 67,758	\$ 69,113
	9	\$ 69,086	\$ 70,468	\$ 71,878
	10	\$ 71,850	\$ 73,287	\$ 74,753
<i>PUBLIC HEALTH NURSE</i>	<i>STEP</i>			
<i>22N</i>		1-Jan-23	'JAN 1, 2024	'JAN 1, 2025
	1			
	2			
	3	\$ 59,416	\$ 60,604	\$ 61,816
	4	\$ 61,793	\$ 63,028	\$ 64,289
	5	\$ 64,264	\$ 65,550	\$ 66,861
	6	\$ 66,835	\$ 68,172	\$ 69,535
	7	\$ 69,508	\$ 70,898	\$ 72,316
	8	\$ 72,289	\$ 73,734	\$ 75,209
	9	\$ 75,180	\$ 76,684	\$ 78,217
	10	\$ 78,187	\$ 79,751	\$ 81,346

①

II. 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.

County Proposal #12

6 – MONETARY BENEFITS: COMPENSATION FOR TIME WORKED

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 ~~the step within the lower salary schedule grade closest to but in no case greater than the salary he/she was receiving at the time of demotion he/she was at immediately prior to said demotion.~~ *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.

TENTATIVE AGREEMENT:

FOR THE COUNTY:

FOR CSEA:


Amanda L. Cortese-Kolasz



Date: 1/20/23

Date: 1/20/23

County Proposal #13

6 – MONETARY BENEFITS: COMPENSATION FOR TIME WORKED

6.03 Entry Level Compensation

New employees shall normally be paid at ~~the Step 3~~ 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.

TENTATIVE AGREEMENT:


FOR THE COUNTY:

FOR CSEA:



Amanda L. Cortese-Kolasz

Date: 1/20/23



Date: 1/20/23

County Proposal #15

7 – MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED

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 Holiday <u>(1)s-(2)</u>
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.

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

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.

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~~7.02 Holidays: Compensation or Equivalent Time Off~~

~~Any regular full time employee entitled under paragraph 7.01 will receive the employee's regular compensation rate and, for all work performed on a holiday not mentioned in 7.03, equivalent time off with a guaranteed minimum of three (3) hours to be taken at a time mutually agreeable to Employer and employee, and subject to the provisions of 6.04. If the employee is not scheduled for work on the holiday, the employee will be paid the employee's regular compensation rate for the holiday.~~

~~7.03 Holidays: Thanksgiving, Christmas and New Year's Day~~

~~Any regular full time employee who is scheduled to work Thanksgiving, Christmas or New Year's Day, and does work on any of these holidays, will be compensated at one and one half (1 1/2) times the employee's regular compensation rate for all time worked on these holidays and equivalent time off at a time mutually agreeable to Employer and employee.~~

~~7.04 Holidays: Scheduling~~

~~If a holiday falls in an employee's vacation, the vacation will be extended one (1) workday. 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.~~

~~Personnel, who are required to work on any of the above holidays, shall receive a day off with pay mutually agreeable to the department head and the employee.~~

~~Personnel, who are required to work any of the above holidays, shall have the option of receiving a day's pay instead of an alternate day off. 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.~~

TENTATIVE AGREEMENT:

FOR THE COUNTY:

FOR CSEA:


Amanda L. Cortese-Kolasz



Date: 1/20/23

Date: 1/20/23

County Proposal #16

9 – MONETARY BENEFITS: INSURANCE AND RETIREMENT

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 presented to the Labor Relations Office~~ received by the Personnel Department by December 31st (for the following year). Waiver forms will be ~~stapled to~~ 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

Individual and Minor Dependent ~~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.

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

7. 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.

8. 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. Dental Program The Union will choose one of the two existing Dental Programs for all of its regular full-time employees. The Dental Program will be administered pursuant to Section 9.02 of the Collective Bargaining Agreement. The Union's choice shall be made in writing and shall~~

27

~~be submitted to the County Director of Labor Relations on or before ratification of this Memorandum of Agreement.~~

TENTATIVE AGREEMENT:

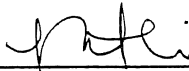
FOR THE COUNTY:

FOR CSEA:



Amanda L. Cortese-Kolasz

Date: 1/20/23



Date: 1/20/23

County Proposal #17

9 – MONETARY BENEFITS: INSURANCE AND RETIREMENT

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.

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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.

TENTATIVE AGREEMENT:


FOR THE COUNTY:

FOR CSEA:



Amanda L. Cortese-Kolasz

Date: 1/20/23



Date: 1/20/23

County Proposal #18

10 – MONETARY BENEFITS: MISCELLANEOUS

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.

TENTATIVE AGREEMENT:

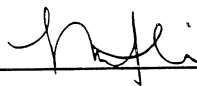
FOR THE COUNTY:

FOR CSEA:

 _____

Amanda L. Cortese-Kolasz

Date: 1/20/23

 _____

Date: 1/20/23

County Proposal #19

10 – MONETARY BENEFITS: MISCELLANEOUS

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.

TENTATIVE AGREEMENT:

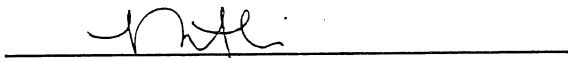
FOR THE COUNTY:

FOR CSEA:



Amanda L. Cortese-Kolasz

Date: 1/20/23



Date: 1/20/23

County Proposal #20

10 – MONETARY BENEFITS: MISCELLANEOUS

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. ~~and~~ 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.

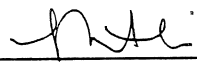
TENTATIVE AGREEMENT:

FOR THE COUNTY:

FOR CSEA:



Amanda L. Cortese-Kolasz



Date: 1/20/23

Date: 1/20/23

County Proposal #21

10 – MONETARY BENEFITS: MISCELLANEOUS

10.04 Nurse Practitioner

~~Effective January 1, 2003, any nurse who files certification as a Nurse Practitioner, said certification having been granted by an accredited institution, with the appropriate Department Head and the Commissioner of Personnel, and who is subject to assignment as a Nurse Practitioner and actually assigned to do Nurse Practitioner duties, shall receive a one time lump sum payment of \$2,800, said payment to be made on the first pay date of December of the calendar year in which the Nurse Practitioner duties were performed for the County of Oneida.~~

** Nurse Practitioner is a competitive civil service title, and is a UPSEU bargaining unit title. Assignment of Nurse Practitioner duties without holding the title is prohibited by NYS CSL § 61**

TENTATIVE AGREEMENT:

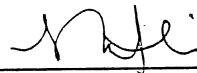
FOR THE COUNTY:

FOR CSEA:



Amanda L. Cortese-Kolasz

Date: 1/20/23



Date: 1/20/23

County Proposal #22

10 – MONETARY BENEFITS: MISCELLANEOUS

10.05 Longevity

Effective January 1, 2009, each full time employee in the defined bargaining unit shall receive

- \$500 after completion of five (5) years of service;
- \$500 after completion of ten (10) years of service;
- \$500 after completion of fifteen (15) years of service;
- \$500 after completion of twenty (20) years of service;
- \$500 after completion of twenty five (25) years of service.

Employees eligible for a longevity payment will receive the cumulative amount specified in this Agreement unless such sum is less than the current remuneration. The sum scheduled in this Agreement shall be used when it exceeds the amount an employee is receiving.

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.

TENTATIVE AGREEMENT:

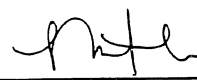
FOR THE COUNTY:

FOR CSEA:



Amanda L. Cortese-Kolasz

Date: 1/20/23



Date: 1/20/23

County Proposal #23

10 – MONETARY BENEFITS: MISCELLANEOUS

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

Employer and Employees have agreed to the following system:

- a) ~~The names of employees, who have the necessary maternal child healthcare experience and training as determined by the sole discretion of the Public Health Director,~~ 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 Pager Coverage ~~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 4:3100 p.m. and ending on the following Tuesday at 4:300 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 for selection of additional weeks.
- 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 ~~ory~~ Public Health Nurse, Assistant Director of Clinic Services and/or Director of Community Wellness Clinic Services to perform duties and responsibilities associated with After Hours Phone Coverage ~~Pager 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 ~~Pager Coverage~~.
- g) Employees will be compensated for fulfilling the assignment as follows:

After Hours Phone Coverage Pager Coverage

Effective upon execution of this Agreement by both parties, ~~thirty~~ ^{fifty} dollars (~~\$30~~ ^{\$50}) per day for ~~carrying pager,~~ providing After Hours Phone Coverage on a weekday/non-holiday and ~~fifty~~ ^{seventy-five} dollars (~~\$50~~ ^{\$75}) per day for providing After Hours Phone Coverage carrying pager on weekends and holidays, to be taken in money and to include telephone time, to assure

~~that pager is operational. 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, ~~twenty dollars (\$20) per hour for telephone time and written documentation time not related to a visit. Effective January 1, 2007, twenty two dollars (\$22) per hour for telephone time and written documentation time not related to a visit,~~ 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 ~~to be earned on an hour for hour basis, based on actual time worked off.~~

Visit Time & Associated Written Documentation Time

Effective on the execution of this Agreement and for the duration of this Agreement, employees shall ~~receive 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 off. Employees will be paid a guaranteed minimum of two (2) hours for visits that commence between the hours of ~~4:3100~~ 4:00 p.m. and 8:00 a.m.

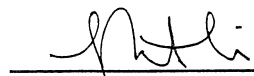
~~h) — If employer ceases to provide Maternal Child Health Care Services to the public, Employer agrees to place any displaced full time bargaining unit employees who were employed prior to January 1, 2013 and who were performing Maternal Child Health Care Services on a full-time basis at the time of ratification of this agreement, in other positions under the Employer.~~

TENTATIVE AGREEMENT:

FOR THE COUNTY:

FOR CSEA:


Amanda L. Cortese-Kolasz



Date: 1/20/23

Date: 1/20/23

County Proposal #27

14 – LETTERS OF REPRIMAND

An employee who receives a Letter of Reprimand must be given a reasonable the 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 ^{rebut} appeal said letter by written, signed response. ^{rebut} This ~~appeal~~ 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 ~~two (2)~~ ^{one (1)} year from the date of the original Letter of Reprimand, whereupon, upon 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.

TENTATIVE AGREEMENT:

FOR THE COUNTY:

FOR CSEA:


Amanda L. Cortese-Kolasz



Date: 1/20/23

Date: 1/20/23

County Proposal #28

15 – DISCIPLINE AND DISCHARGE PROCEDURE

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~~ with 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. (u)

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.

TENTATIVE AGREEMENT:

FOR THE COUNTY:

FOR CSEA:


Amanda L. Cortese-Kolasz



Date: 1/20/23

Date: 1/20/23

County Proposal #29

16 – BUSINESS-MANAGEMENT RIGHTS

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; and (b) control all Employer property; (c) maintain the efficiency of operations entrusted to them; (d) 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) 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.

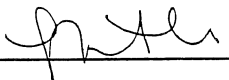
TENTATIVE AGREEMENT:

FOR THE COUNTY:

FOR CSEA:


Amanda L. Cortese-Kolasz

Date: 1/20/23



Date: 1/20/23

County Proposal #30

17 – MISCELLANEOUS

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 ~~in their place of residence~~ 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.

TENTATIVE AGREEMENT:

FOR THE COUNTY:

FOR CSEA:



Amanda L. Cortese-Kolasz

Date: 1/20/23



Date: 1/20/23

HI

County Proposal #31

19 – REVIEW COMMITTEE

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.

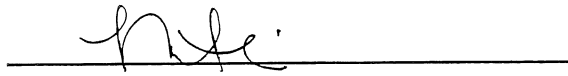
The County Executive will, in turn, present his recommendations on the matter to the Board of County Legislators (with a copy to the Association) within thirty (30) days after receiving the committee's recommendations. The committee and the County Executive, as the case may be, shall, in presenting their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

TENTATIVE AGREEMENT:

FOR THE COUNTY:

FOR CSEA:


Amanda L. Cortese-Kolasz



Date: 1/20/23

Date: 1/20/23

County Proposal #32

21 – EFFECTIVE DATE: DURATION AND RETROACTIVITY PROVISIONS

This Agreement, except as otherwise stated, will be effective upon ratification and signing by the appropriate parties, and shall terminate at midnight on 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.


TENTATIVE AGREEMENT:

FOR THE COUNTY:

FOR CSEA:



Amanda L. Cortese-Kolasz



Date: 1/20/23

Date: 1/20/23

County Proposal #33

PLACEMENT OF EXISTING EMPLOYEES ON THE SALARY SCHEDULE

Elena Leshkevich shall be placed at Step 9 on the 2023 salary schedule.

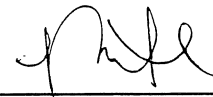
Marina Kistner shall be placed at Step 10 on the 2023 salary schedule.

TENTATIVE AGREEMENT:

FOR THE COUNTY:

FOR CSEA:


Amanda L. Cortese-Kolasz



Date: 1/20/23

Date: 1/20/23

County Proposal #34

10.11 Clothing Allowance (Change Name)

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

Eligible regular full-time employees must 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 eligible 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.

TENTATIVE AGREEMENT:

FOR THE COUNTY:

FOR CSEA:

 _____

Amanda L. Cortese-Kolasz

Date: 1/20/23

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Date: 1/20/23