



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

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## EXPEDITED COMMUNICATIONS FOR DISTRIBUTION FOR THE JUNE 14, 2023 MEETING Vol #3

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

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Anthony J. Picente Jr.  
Oneida County Executive



Amanda L. Cortese-Kolasz  
Commissioner of Personnel

## ONEIDA COUNTY

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986  
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490  
E-mail: labor@ocgov.net

June 13, 2023

FN 20 23-202

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

WAYS & MEANS

**Re: Memorandum of Agreement – Oneida County Sheriff's Department Employees  
Local 1249**

Dear County Executive Picente:

The Sheriff's Department continues to experience significant staffing shortages in the Correctional Facility. Due to minimum staffing requirements, employees are working significant amounts of overtime. The need to fill shifts using employees working overtime is often exacerbated by use of various paid time off banks by employees. We wish to incentivize employees to work their regular schedule in hopes that it will lessen the burden of mandated overtime for others.

To that end, enclosed is a proposed Memorandum of Agreement with the Oneida County Sheriff's Department Employees Local 1249 that will afford unit members the ability to earn overtime compensation at two and one-half (2.5) times their regular rate of pay, or three (3) times their regular rate of pay for shifts beginning Friday at 11:00 p.m. through Monday at 7:00 a.m., or on their designated pass day(s), if they choose to take the compensation as pay rather than as compensatory time earned. In order to be eligible for this incentive pay, the actual hours worked for overtime purposes will exclude all paid time off except for annual bid vacation time, bereavement leave, scheduled union leave and military leave, as is more fully detailed in the attached Memorandum of Agreement. We believe that these measures will aid in easing daily staffing shortages.

If approved, this Memorandum of Agreement will be in effect from May 18, 2023 and continuing through June 28, 2023, with the ability of the County Executive to extend the provisions under these same terms and conditions one (1) or more times, as he deems necessary, up to a maximum expiration date of October 4, 2023, upon written notification of the extension to the Oneida County Board of Legislators, the Oneida County Sheriff, the Oneida County Comptroller, the Oneida County Commissioner of Personnel and the Local 1249 President.

If you concur, I respectfully request that you forward this recommendation to the Board of Legislators for consideration at their June meeting. As always, I am available to address any questions or concerns that either you or the Board may have regarding this matter.

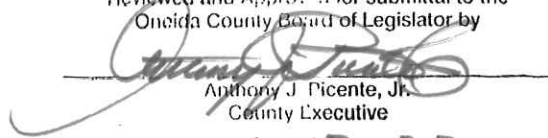
Respectfully submitted,



Amanda L. Cortese-Kolasz  
Commissioner of Personnel

Attachment

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



Anthony J. Picente, Jr.  
County Executive

Date 6-13-23

**MEMORANDUM OF AGREEMENT**

**By and between**

**THE COUNTY OF ONEIDA,**

**THE ONEIDA COUNTY SHERIFF**

**and**

**ONEIDA COUNTY SHERIFF'S DEPARTMENT EMPLOYEES LOCAL 1249**

**WHEREAS**, the County of Oneida, the Oneida County Sheriff (collectively, the "County") and the Oneida County Sheriff's Department Employees Local 1249 ("Local 1249") are signatories to a collective bargaining agreement (the "CBA") for the period of January 1, 2022 to December 31, 2025 (the "CBA"); and

**WHEREAS**, the parties recognize that the County is currently experiencing staffing shortages at the Oneida County Correctional Facility; and

**WHEREAS**, the County and Local 1249 recognize that members of Local 1249 who work in the Oneida County Correctional Facility have been working a significant amount of overtime to ensure staffing mandates are met; and

**WHEREAS**, the County and Local 1249 recognize that members of Local 1249 who work in the Oneida County Correctional Facility are frequently being mandated to work overtime as a result of a lack of volunteers to cover all necessary shifts; and

**WHEREAS**, the County wishes to incentivize employees to work necessary overtime shifts voluntarily, and to recognize and reward the efforts of members of Local 1249 who work in the Oneida County Correctional Facility; now, therefore

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

1. Commencing May 18, 2023 and continuing through June 28, 2023, the following provisions for premium bonus pay for certain overtime hours shall be in effect:
  - a. For purposes of the premium bonus pay contained herein, actual hours worked for overtime purposes under the CBA shall **exclude** all paid time off except for annual bid vacation time, bereavement leave, scheduled union leave and military leave which shall be included in the calculation of actual hours worked.
  - b. Each employee in the unit who works overtime hours as defined in the CBA but subject to the modification of actual hours worked herein above, on any day and/or shift other than those specified in paragraph 1(c) below, shall be compensated at two and one-half (2.5) times his/her regular rate of pay if and only if he/she chooses to take the compensation as pay. Any employee who chooses to earn his/her overtime compensation as compensatory time will continue to earn pursuant to the collective bargaining agreement at one and one-half (1.5) times his/her regular rate of pay.

- c. Each employee in the unit who works overtime hours as defined in the CBA but subject to the modification of actual hours worked herein above, on shifts beginning Friday at 11:00 p.m. through Monday at 7:00 a.m., or on his/her designated pass day(s), shall be compensated at three (3) times his/her regular rate of pay if and only if he/she chooses to take the compensation as pay. Any employee who chooses to earn his/her overtime compensation as compensatory time will continue to earn pursuant to the collective bargaining agreement at one and one-half (1.5) times his/her regular rate of pay.
  - d. Each employee who works overtime as defined in the CBA that does not meet the qualifying provisions of this Agreement shall be compensated for the same in strict compliance with the CBA.
2. The parties agree that Local 1249 President, Luis E. Roman, shall be given appropriate access within the Sheriff's Office "POSS" system that will allow him sufficient viewing rights to monitor administration of this Agreement.
3. The County Executive shall have the ability to extend the provisions of this Agreement under these same terms and conditions one (1) or more times, as he deems necessary, up to a maximum expiration date of October 4, 2023, upon written notification of the extension to the Oneida County Board of Legislators, the Oneida County Sheriff, the Oneida County Comptroller, the Oneida County Commissioner of Personnel and the Local 1249 President. Nothing contained herein shall obligate the County Executive to exercise any such extension.
4. The parties expressly agree that nothing herein shall be construed to set precedent in the future regarding compensation for overtime hours, that there shall be no expectation for continuation of the increased compensation for overtime hours worked beyond August 11, 2022.
5. The parties acknowledge that during their joint discussions which resulted in this Memorandum of Agreement, that they were fully and fairly represented; that they had the unlimited right and opportunity to propose the terms of this Memorandum of Agreement; that they knowingly, voluntarily, and of their own free will, entered into this Memorandum of Agreement, having read and fully understanding its terms; and that all understandings and agreements between the parties on the issues addressed herein are set forth in this Memorandum of Agreement.
6. This Memorandum of Agreement shall be construed and enforced in accordance with and governed by the statutes and common law of the State of New York.
7. This Memorandum of Agreement constitutes the entire agreement and understanding between the parties on the issue addressed herein.
8. The parties acknowledge that no representation, promise, inducement or statement of intention has been made by any party to this Memorandum of Agreement that is not embodied in this Memorandum of Agreement and agree that no party shall be bound by, or liable for, any alleged representation, promise, inducement, or statement of intention not set forth in this Memorandum of Agreement.
9. This Memorandum of Agreement may not be modified except by a writing signed by all parties.

A

10. This Memorandum of Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and each of their respective legal representatives, estates, successors, assigns, heirs, administrators, personal representatives, and executors.
11. Except herein expressly agreed, the terms and provisions of the existing collective bargaining agreement shall remain in full force and effect.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Oneida County Sheriff  
BY: Robert M. Maciol  
Sheriff

6/13/23  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Oneida County Sheriff's Department Employees Local 1249  
BY: Luis Roman  
President

6/13/23  
\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**

**By and between**

**THE COUNTY OF ONEIDA,**

**THE ONEIDA COUNTY SHERIFF**

**and**

**ONEIDA COUNTY SHERIFF'S DEPARTMENT EMPLOYEES LOCAL 1249**

**WHEREAS**, the County of Oneida, the Oneida County Sheriff (collectively, the "County") and the Oneida County Sheriff's Department Employees Local 1249 ("Local 1249") are signatories to a collective bargaining agreement (the "CBA") for the period of January 1, 2022 to December 31, 2025 (the "CBA"); and

**WHEREAS**, the parties recognize that the County is currently experiencing staffing shortages at the Oneida County Correctional Facility; and

**WHEREAS**, the County and Local 1249 recognize that members of Local 1249 who work in the Oneida County Correctional Facility have been working a significant amount of overtime to ensure staffing mandates are met; and

**WHEREAS**, the County and Local 1249 recognize that members of Local 1249 who work in the Oneida County Correctional Facility are frequently being mandated to work overtime as a result of a lack of volunteers to cover all necessary shifts; and

**WHEREAS**, the County wishes to incentivize employees to work necessary overtime shifts voluntarily, and to recognize and reward the efforts of members of Local 1249 who work in the Oneida County Correctional Facility; now, therefore

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

1. Commencing May 18, 2023 and continuing through June 28, 2023, the following provisions for premium bonus pay for certain overtime hours shall be in effect:
  - a. For purposes of the premium bonus pay contained herein, actual hours worked for overtime purposes under the CBA shall **exclude** all paid time off except for annual bid vacation time, bereavement leave, scheduled union leave and military leave which shall be included in the calculation of actual hours worked.
  - b. Each employee in the unit who works overtime hours as defined in the CBA but subject to the modification of actual hours worked herein above, on any day and/or shift other than those specified in paragraph 1(c) below, shall be compensated at two and one-half (2.5) times his/her regular rate of pay if and only if he/she chooses to take the compensation as pay. Any employee who chooses to earn his/her overtime compensation as compensatory

time will continue to earn pursuant to the collective bargaining agreement at one and one-half (1.5) times his/her regular rate of pay.

- c. Each employee in the unit who works overtime hours as defined in the CBA but subject to the modification of actual hours worked herein above, on shifts beginning Friday at 11:00 p.m. through Monday at 7:00 a.m., or on his/her designated pass day(s), shall be compensated at three (3) times his/her regular rate of pay if and only if he/she chooses to take the compensation as pay. Any employee who chooses to earn his/her overtime compensation as compensatory time will continue to earn pursuant to the collective bargaining agreement at one and one-half (1.5) times his/her regular rate of pay.
  - d. Each employee who works overtime as defined in the CBA that does not meet the qualifying provisions of this Agreement shall be compensated for the same in strict compliance with the CBA.
2. The parties agree that Local 1249 President, Luis E. Roman, shall be given appropriate access within the Sheriff's Office "POSS" system that will allow him sufficient viewing rights to monitor administration of this Agreement.
  3. The County Executive shall have the ability to extend the provisions of this Agreement under these same terms and conditions one (1) or more times, as he deems necessary, up to a maximum expiration date of October 4, 2023, upon written notification of the extension to the Oneida County Board of Legislators, the Oneida County Sheriff, the Oneida County Comptroller, the Oneida County Commissioner of Personnel and the Local 1249 President. Nothing contained herein shall obligate the County Executive to exercise any such extension.
  4. The parties expressly agree that nothing herein shall be construed to set precedent in the future regarding compensation for overtime hours, that there shall be no expectation for continuation of the increased compensation for overtime hours worked beyond August 11, 2022.
  5. The parties acknowledge that during their joint discussions which resulted in this Memorandum of Agreement, that they were fully and fairly represented; that they had the unlimited right and opportunity to propose the terms of this Memorandum of Agreement; that they knowingly, voluntarily, and of their own free will, entered into this Memorandum of Agreement, having read and fully understanding its terms; and that all understandings and agreements between the parties on the issues addressed herein are set forth in this Memorandum of Agreement.
  6. This Memorandum of Agreement shall be construed and enforced in accordance with and governed by the statutes and common law of the State of New York.
  7. This Memorandum of Agreement constitutes the entire agreement and understanding between the parties on the issue addressed herein.
  8. The parties acknowledge that no representation, promise, inducement or statement of intention has been made by any party to this Memorandum of Agreement that is not embodied in this Memorandum of Agreement and agree that no party shall be bound by, or liable for, any alleged representation, promise, inducement, or statement of intention not set forth in this Memorandum of Agreement.



9. This Memorandum of Agreement may not be modified except by a writing signed by all parties.
10. This Memorandum of Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and each of their respective legal representatives, estates, successors, assigns, heirs, administrators, personal representatives, and executors.
11. Except herein expressly agreed, the terms and provisions of the existing collective bargaining agreement shall remain in full force and effect.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Oneida County Sheriff  
BY: Robert M. Maciol  
Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Oneida County Sheriff's Department Employees Local 1249  
BY: Luis Roman  
President

\_\_\_\_\_  
Date

**Anthony J. Picente Jr.**  
Oneida County Executive



**Amanda L. Cortese-Kolasz**  
Commissioner of Personnel

## ONEIDA COUNTY

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986  
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490  
E-mail: labor@ocgov.net

June 6, 2023

FN 20 23-203

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

WAYS & MEANS

**Re: Reallocation of Salary Grade – Management Secretaries**

Dear County Executive Picente:

In the course of ongoing review of salary allocations for titles throughout County Government, it has come to my attention that the salary grade allocation of the management secretaries, specifically those designated to provide direct support to Department Heads, have not been changed in approximately ten (10) years, while other clerical titles throughout County Government have been reallocated to higher grades in that time frame. These management secretaries provide a higher level of administrative support than other clerical titles in County Government.

Based upon the foregoing, I am recommending that the salary grade allocation for management secretaries be reallocated as follows:

- Assistant Secretary to County Executive – from Grade 18M, Step 4, \$33,085 to Grade 21M, Step 4, \$36,933
- Confidential Secretary to the District Attorney – from Grade 25M, Step 4, \$43,075 to Grade 28M, Step 4, \$48,142
- Secretary – from Grade 20M, Step 4, \$35,619 to Grade 23M, Step 4, \$39,879
- Secretary to Board of Legislators – from Grade 25M, Step 4, \$43,075 to Grade 28M, Step 4, \$48,142
- Secretary to Commissioner of Aviation – from Grade 20M, Step 4, \$35,619 to Grade 23M, Step 4, \$39,879
- Secretary to Commissioner of Finance – from Grade 20M, Step 4, \$35,619 to Grade 23M, Step 4, \$39,879
- Secretary to Commissioner of Mental Health – from Grade 20M, Step 4, \$35,619 to Grade 23M, Step 4, \$39,879
- Secretary to Commissioner of Personnel – from Grade 25M, Step 4, \$43,075 to Grade

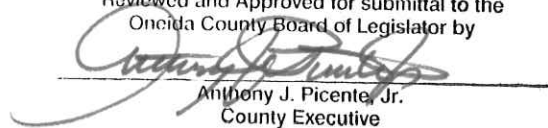
28M, Step 4, \$48,142  
Secretary to Commissioner of Planning – from Grade 20M, Step 4, \$35,619 to Grade 23M, Step 4, \$39,879  
Secretary to the Commissioner of Public Works – from Grade 20M, Step 4, \$35,619 to Grade 23M, Step 4, \$39,879  
Secretary to the Commissioner of Social Services – from Grade 20M, Step 4, \$35,619 to Grade 23M, Step 4, \$39,879  
Secretary to Comptroller – from Grade 20M, Step 4, \$35,619 to Grade 23M, Step 4, \$39,879  
Secretary to County Attorney – from Grade 25M, Step 4, \$43,075 to Grade 28M, Step 4, \$48,142  
Secretary to County Clerk -- from Grade 20M, Step 4, \$35,619 to Grade 23M, Step 4, \$39,879  
Secretary to County Executive – from Grade 25M, Step 4, \$43,075 to Grade 28M, Step 4, \$48,142  
Secretary to the Probation Director – from Grade 20M, Step 4, \$35,619 to Grade 23M, Step 4, \$39,879  
Secretary to Public Defender – from Grade 20M, Step 4, \$35,619 to Grade 23M, Step 4, \$39,879  
Secretary to Public Health Director – from Grade 20M, Step 4, \$35,619 to Grade 23M, Step 4, \$39,879  
Secretary to Sheriff – from Grade 20M, Step 4, \$35,619 to Grade 23M, Step 4, \$39,879

If you concur, I respectfully request that you forward this recommendation to the Board of Legislators for consideration at their June meeting. As always, I am available to address any questions or concerns that either you or the Board may have regarding this matter.

Respectfully submitted,



Amanda L. Cortese-Kolasz  
Commissioner of Personnel

Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 6-13-23



## ONEIDA COUNTY

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986  
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490  
E-mail: labor@ocgov.net

FN 20 23 204

June 6, 2023

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

WAYS & MEANS

**Re: Department of Family and Community Services Restructuring Plan**

Dear County Executive Picente:

Attached you will find correspondence from Colleen Fahy-Box, Commissioner of Social Services that provides details regarding a requested restructuring plan. As is more fully detailed in Commissioner Fahy-Box's letter, the plan involves a combination of elimination of positions, elimination of specific titles which I will declare obsolete from the Oneida County Classification Plan, and salary grade reallocations. The goal of this plan is to assist with the significant recruitment and retention challenges the department has faced. I have carefully reviewed the plan, consulted with you and the department, and reviewed the history of vacancies and recruitment efforts. After said review, I am recommending the following actions:

1. The following positions which are currently funded and vacant should be eliminated:

6011-027 – Social Worker  
6011-576 – Caseworker  
6011-579 – Caseworker  
6011-912 – Case Supervisor – Grade A

6014-479 – Intake Processing Specialist

2. The following positions which were unfunded for the 2023 budget should be eliminated:

6010-080 – Program Coordinator  
6010-221 – Senior Resource Investigator  
6010-243 – Senior Support Investigator  
6010-354 – Support Investigator

6010-423 – Account Clerk  
6010-447 – Data Processor I  
6010-475 – Resource Investigator

6012-303 – Social Welfare Examiner  
6012-389 - Clerk  
6012-453 – Clerk  
6012-502 – Clerk  
6012-503 – Community Services Worker  
6012-507 – Community Services Worker  
6012-533 – Community Services Worker

6013-407 – Senior Clerk

6014-594 – Senior Workforce Development Counselor

6019-516 – Social Welfare Examiner

6772-041 – Case Manager  
6772-053 – Aging Service Aide  
6772-806 – Senior Clerk (Part-Time)

6774-048 – Outreach Worker  
6774-058 – Office of Continuing Care Program Nurse  
6774-059 – Office of Continuing Care Program Nurse  
6774-064 – Office of Continuing Care Program Nurse  
6774-116 – Case Manager

3. Salary grade reallocations should be made as follows:

Aging Services Coordinator – from Grade 21W, Step 4, \$36,934 to Grade 27W, Step 4, \$46,647  
Aging Services Program Administrator – from Grade 30M, Step 4, \$51,570 to Grade 33M, Step 4, \$57,127  
Aging Services Supervisor – from Grade 27W, Step 4, \$46,647 to Grade 30W, Step 4, \$51,569  
Assistant Director of Income Maintenance – from Grade 32W, Step 4, \$55,198 to Grade 36W, Step 4, \$63,476  
Assistant Director of Services – from Grade 32W, Step 4, 55,198 to Grade 39W, Step 4, \$70,754  
Case Manager – from Grade 19W, Step 4, \$34,306 to Grade 25W, Step 4, \$43,074  
Case Supervisor – Grade A – from Grade 30W, Step 4, \$51,569 to Grade 37W, Step 4, \$64,746  
Case Supervisor – Grade B – from Grade 28W, Step 4, \$48,148 to Grade 34W, Step 4, \$59,126

Caseworker Assistant – from Grade 23W, Step 4, \$39,879 to Grade 26W, Step 4, \$46,542  
Caseworker – from Grade 26W, Step 4, \$46,542 to Grade 30W, Step 4, \$51,569  
Chief Social Welfare Examiner – from Grade 30W, Step 4, \$51,569 to Grade 33W, Step 4, \$57,126  
Child Support Assistant Supervisor – from Grade 27W, Step 4, \$46,647 to Grade 33W, Step 4, \$57,126  
Confidential Support Investigator – from Grade 22W, Step 4, \$38,401 to Grade 28W, Step 4, \$48,148  
Director of Services – from Grade 42M, Step 4, \$79,279 to Grade 44M, Step 4, \$85,636  
Director of Veterans Services – from Grade 31H, Step 4, \$52,670 to Grade 35H, Step 4, \$60,491  
Head Social Welfare Examiner - from Grade 24W, Step 4, \$41,427 to Grade 30W, Step 4, \$51,569  
Intake Processing Specialist – from Grade 17W, Step 4, \$31,938 to Grade 18W, Step 4, \$33,085  
Licensed Practical Nurse – from Grade 15W, Step 4, \$29,737 to Grade 24W, Step 4, \$41,427  
Medical Worker – from Grade 18W, Step 4, \$33,085 to Grade 24W, Step 4, \$41,427  
Nursing Coordinator – from Grade 31W, Step 4, \$53,330 to Grade 36W, Step 4, \$63,476  
Nutrition Services Coordinator – from Grade 24W, Step 4, \$41,427 to Grade 27W, Step 4, \$46,647  
Office of Continuing Care Program Nurse – from Grade 25W, Step 4, \$43,074 to Grade 32W, Step 4, \$55,198  
Principal Social Welfare Examiner – from Grade 22W, Step 4, \$38,401 to Grade 27W, Step 4, \$46,647  
Senior Caseworker – from Grade 27W, Step 4, \$46,647 to Grade 32W, Step 4, \$55,198  
Senior Social Services Investigator – from Grade 23W, Step 4, \$39,878 to Grade 27W, Step 4, \$46,647  
Senior Social Welfare Examiner – from Grade 20W, Step 4, \$35,618 to Grade 24W, Step 4, \$41,427  
Senior Support Investigator – from Grade 19W, Step 4, \$34,306 to Grade 25W, Step 4, \$43,074  
Senior Workforce Development Coordinator – from Grade 27W, Step 4, \$46,647 to Grade 30W, Step 4, \$51,569  
Senior Workforce Development Counselor – from Grade 25W, Step 4, \$43,074 to Grade 28W, Step 4, \$48,141  
Social Services Investigator – from Grade 21W, \$36,934 to Grade 23W, Step 4, \$39,878  
Social Welfare Examiner – from Grade 18W, Step 4, \$33,085 to Grade 22W, Step 4, \$38,401  
Social Welfare Examiner – Spanish Speaking – from Grade 18W, Step 4, \$33,085

to Grade 22W, Step 4, \$38,401  
Social Worker – from Grade 35M, Step 4, \$61,247 to Grade 37M, Step 4, \$65,746  
Supervising Resource Investigator – from Grade 24W, Step 4, \$41,427 to Grade  
30W, Step 4, \$51,569  
Supervising Support Investigator – from Grade 24W, Step 4, \$41,427 to Grade  
31W, Step 4, \$53,330  
Support Investigator – from Grade 17W, Step 4, \$31,938 to Grade 23W, Step 4,  
\$39,878  
Veterans Service Officer – from Grade 26W, Step 4, \$44,862 to Grade 28W, Step  
4, \$48,141  
Welfare Management Systems Coordinator – from Grade 30W, Step 4, \$51,569 to  
Grade 37W, Step 4, \$64,746  
Workforce Development Counselor – from Grade 23W, Step 4, \$39,878 to Grade  
26W, Step 4, \$44,862  
Youth Program Director – from Grade 19W, Step 4, \$34,306 to Grade 24W, Step  
4, \$41,427

If you concur, I respectfully request that you forward this recommendation to the Board of Legislators for consideration at their June meeting. As always, I am available to address any questions or concerns that either you or the Board may have regarding this matter.

Respectfully submitted,



Amanda L. Cortese-Kolasz  
Commissioner of Personnel

Attachment

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



Anthony J. Picente, Jr.  
County Executive

Date 6-13-23

Anthony J. Picente Jr  
County Executive

Colleen Fahy-Box  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**

Office of the Commissioner  
County Office Building 800 Park Avenue Utica, NY 13501  
Phone: (315) 798-5733 Fax: (315) 798-5218

June 7, 2023

Amanda Cortese-Kolasz - Commissioner  
Oneida County Department of Personnel  
800 Park Ave.  
Utica, NY 13501

Dear Commissioner,

I am requesting approval of a proposed restructure plan for the Department of Family and Community Services that involves a reduction in the number of current positions, an elimination of specific titles, reclassification of others, and upgrade recommendations for identified positions specific to the Department of Family and Community Services (DFCS). Administrative staff reviewed existing titles specific to DFCS and the duties and salaries for similar positions in surrounding counties and/or counties of similar size or caseload demographics. All titles were assessed for current relevance to operations.

The proposed plan eliminates 30 positions from DFCS and reallocates the funding to upgrade 406 of the remaining 512 positions that have titles specific to DFCS. This further includes the reallocation of (3) titles to (1) Assistant Director of Employment; (1) Assistant Resource Consultant; and (1) Senior Veterans Services Officer. The recommended upgrades are on the attached document, and it is proposed these workers maintain current step in the new grade. This is reflected on the attached budget summary which also indicates the deleted positions. The local share for the upgrades is projected to be \$194,033. The cost projections include the hiring incentives for DFCS as previously approved and assumes any unfunded positions in the 2023 budget will be funded. The incentive funding would need to be reviewed upon approval of the plan.

DFCS is experiencing a significant challenge with recruitment and retention. Historically, DFCS maintained an approximate vacancy rate of 20% overall, with certain program areas and/or titles reaching as high as 25-30%. Most recently, the agency is averaging a vacancy rate of approximately 30-35%; with certain program areas and several critical titles experiencing vacancy rates as high as 45-50%. This decline is reflected locally by a decrease in applications for many of the DFCS civil service titles. There is also difficulty maintaining experienced staff. The inability to retain staff is as concerning as the inability to hire because the cost of training is substantial in both time expended and direct expenses; and a competent work environment requires experienced staff.

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Significant changes in state statutes, heightened OCFS and OTDA regulations, policies, and oversight, has increased demands on the Department and agency accountability. This has resulted in intensified workloads across all divisions. DFCS is a recognized emergency response system in the County and manages many complex cases related to child welfare, adult protection, and emergency shelter and benefits. The enhanced responsibilities increase expectations on front facing workers to make critical decisions regarding eligibility for services, assessments of need, and determination of the appropriate course of action in high-risk situations. This has increased the challenges of the social casework conducted across the agency, and places workers in more stressful, and sometimes traumatic situations. Further, the inability to give each case the attention required and deserved, delays service interventions thus, lengthening time in care, or time in shelter, or time on assistance etc. and overall reduces positive case outcomes resulting in increased local cost.

It is recognized not all DFCS programs are emergency response, however, all divisions are crucial to the mission of DFCS and the wellness of Oneida County. The programs generate significant income for low-income adults and families, create funding streams through allocations achieved by compliance with regulation and/or effective fiscal management, make application for grant opportunities that provide fiscal support to county programs, and many other crucial tasks that offset local costs for mandated services. The various support services promote healthy, safe, and stable communities by ensuring benefits are processed to those in need, and accounts payable are completed timely. Inadequate staffing levels impact the timeliness of revenues returning to the County. Many in the community rely on county programs for various disbursements to maintain fiscal stability including low-income families, foster parents, day care providers, shelter providers, landlords, and contracted community providers. Failure to meet the established metrics and/or compliance requirements results in loss of revenue to the County. The positions within DFCS require high level programmatic knowledge and expertise to ensure programs and operations are managed in compliance with federal and state regulations and policies, and this is the basis for local reimbursement of mandated services.

The current pay structure often does not compensate for this level of expectation and expertise. It is critical that titles and compensation reflect the significant responsibility of the various positions. I believe lack of competitive compensation for similar work in lesser demanding environments is impacting recruitment and retention. This is an effort to address the problem and maintain programmatic integrity and compliance, within the current budget structure, while ultimately creating cost savings through improved reimbursement processes, case management, and general oversight.

I respectfully ask that this proposal be forwarded to the County Executive and Board of Legislators for approval.

Sincerely,



Colleen Fahy-Box  
Commissioner



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.  
County Executive  
ce@ocgov.net

FN 20 23-205

June 13, 2023

Board of Legislators  
Oneida County  
800 Park Avenue  
Utica, New York, 13501

WAYS & MEANS

**Re: Declaration of Emergency Pursuant to Section 302(k) of the Oneida County Administrative Code and Reallocation of Salary Grade for Titles on the "D" Salary Schedule**

Honorable Members:

As you are aware, the collective bargaining agreement between Oneida County, the Oneida County Sheriff, and the Oneida County Police Benevolent Association, Inc. ("PBA") expired on December 31, 2020. Since that time, attempts to negotiate a successor agreement have been ongoing. The parties jointly declared impasse in the negotiations with the New York State Public Employment Relations Board ("PERB") on August 19, 2021.

Our PBA bargaining unit is unique in that it is a bargaining unit that is mixed between titles that are statutorily entitled to an impasse resolution procedure known as binding Interest Arbitration, namely the Deputy Sheriff – Patrol titles, and civilian titles that are not. The civilian titles are subject to non-binding fact finding impasse resolution.

On September 30, 2022, the PBA filed a petition for Interest Arbitration with PERB. To date, the PBA has not petitioned PERB for fact finding on behalf of the civilian titles in the bargaining unit. I have enclosed a letter from our labor counsel in these matters, James W. Roemer, Jr., which details this more fully.

Unfortunately, we are in a staffing crisis in our 911 dispatch center. Emergency Services currently has fifty-five (55) positions authorized in the various Public Safety Telecommunicator ("dispatch") titles. Sixteen (16) of those positions are currently vacant. In addition, of our current active employees, eleven (11) are relatively new hires, who are still in training, and are not available to take and dispatch calls. As a result, we are currently staffing all dispatch needs with twenty-eight (28) employees; 51% of our total authorized complement. In contrast, at the time that the PBA contract expired, there were only three (3) vacancies among these titles. This is an untenable situation that I believe has been caused by the stagnant salary schedule over the last two-and-one-half years. Our salaries for these positions are now lagging seriously behind those of neighboring counties, and we have seen many of our trained and capable dispatchers leave to go do this work elsewhere.

Section 302(k) of the Oneida County Administrative Code, which reads, "[i]n the event of the occurrence of an emergency affecting the life, health or safety of inhabitants of Oneida County,

the County Executive, except as otherwise provided by law, shall have the power to declare the same an emergency and to perform all acts which are necessary for the protection of such inhabitants and to sign all necessary papers to carry this authorization into effect.” Our dispatchers are the first individuals to respond to a public safety incident; taking the call from those in need, creating computer aided dispatch (CAD) systems records, prioritizing response to multiple incidents and sending critical resources to each scene. Our current staffing crisis in Emergency Services is an emergency that affects the life, health and safety of inhabitants of Oneida County, and I am hereby exercising the authority granted to me by the Oneida County Administrative Code to declare such an emergency.

In order to address this emergency, and to protect the life, health and safety of inhabitants of Oneida County, I respectfully request that the Board of Legislators pass a resolution adopting the attached proposed “D” salary schedule as the new schedule, which adds four additional grades to the schedule, and reallocating civilian titles on the “D” salary schedule effective and fully retroactive to January 1, 2023, as follows:

Senior Clerk – from Grade 14D, Step 4, \$26,637 to Grade 18D, Step 4, \$30,784

Principal Clerk – from Grade 21D, Step 4, \$34,002 to Grade 24D, Step 4, \$37,857

Public Safety Telecommunicator – from Grade 23D, Step 4, \$36,524 to Grade 27D, Step 4, \$42,147

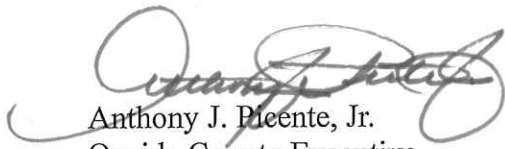
Senior Public Safety Telecommunicator – from Grade 25D, Step 4, \$39,239 to Grade 30D, Step 4, \$49,941

Supervising Public Safety Telecommunicator – from Grade 27D, Step 4, \$42,147 to Grade 33D, Step 4, \$52,287

Computer Aided Dispatch (CAD) Administrator – from Grade 30D, Step 4, \$46,941 to Grade 36D, Step 4, \$58,242

Given the emergency circumstance, I request that this matter be placed on the Board’s agenda for consideration at the June 14, 2023 meeting. Thank you for the Board’s kind attention to this request.

Sincerely,



Anthony J. Picente, Jr.  
Oneida County Executive

Attachment

PBA - "D" SCALE (PROPOSED)

GRADE	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14
13D	25781	26362	26946	27528	28111	28693	29274	29851	30436	31035	31645	
14D	26637	27239	27843	28445	29049	29651	30254	30849	31457	32074	32705	
15D	27608	28223	28837	29453	30067	30682	31296	31914	32540	33182	33833	
16D	28603	29234	29866	30498	31129	31761	32391	33030	33680	34343	35019	
17D	29677	30327	30977	31628	32279	32928	33579	34241	34915	35602	36305	
18D	30784	31449	32116	32782	33448	34115	34780	35465	36165	36878	37605	
19D	31656	32333	33009	33685	34360	35039	35715	36420	37137	37870	38618	
20D	32807	33508	34209	34912	35613	36314	37017	37748	38492	39252	40027	
21D	34002	34730	35457	36185	36913	37642	38369	39126	39898	40687	41490	
22D	35240	35994	36750	37505	38260	39014	39769	40553	41354	42170	43003	
23D	36524	37307	38091	38873	39655	40437	41220	42035	42864	43711	44575	
24D	37857	38668	39479	40292	41103	41914	42725	43570	44431	45309	46205	
25D	39239	40082	40923	41763	42605	43446	44288	45164	46056	46968	47896	
26D	40661	41536	42410	43281	44154	45026	45899	46807	47732	48677	49640	
27D	42147	43054	43960	44864	45769	46674	47578	48520	49480	50459	51458	
28D	43687	44628	45567	46505	47443	48381	49320	50296	51292	52307	53343	
29D	45284	46260	47234	48206	49179	50152	51126	52138	53170	54223	55297	
30D	46941	47952	48963	49971	50980	51989	52998	54048	55118	56211	57324	
31D	48659	49708	50755	51801	52847	53894	54940	56029	57139	58271	59426	
32D	50440	51528	52614	53698	54783	55869	56954	58083	59234	60408	61606	
33D	52287	53414	54540	55664	56789	57914	59039	60209	61402	62620	63861	
34D	54201	55370	56537	57702	58868	60034	61200	62413	63650	64912	66199	
35D	56185	57397	58607	59814	61023	62232	63440	64698	65980	67288	68622	
36D	58242	59498	60752	62004	63257	64510	65763	67067	68396	69752	71134	



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.  
County Executive  
ce@ocgov.net

June 12, 2023

Gerald Fiorini, Chairman  
Board of Legislators  
Oneida County  
800 Park Avenue  
Utica, NY 13501

FN 20 23-206

WAYS & MEANS

Dear Chairman:

In the Commissioner of Department of Public Works letter, dated June 12, 2023, he gives an update on the on-going Oneida County Office Building Parking Garage reconstruction. The plans have been completed and the bids have been received. Unfortunately, the cost of the reconstruction has increased due to rising cost and the deterioration of the parking structure being more extensive, then originally anticipated.

It is therefore necessary to increase the capital project budget in order to award contracts and keep this project moving forward.

I therefore request your Board's approval to amend **Capital Project H-GEN – 011 – 199722 – Capital Outlay – OC Garage:**

	<u>Current</u>	<u>Change</u>	<u>Proposed</u>
Bonding 011-5710	\$ 8,082,400.00	\$ 3,667,000.00	\$ 11,749,400.00
Totals	\$ 8,082,400.00	\$ 3,667,000.00	\$ 11,749,400.00

Thank you for kind attention to this request.

Very truly yours,

  
Anthony J. Picente, Jr.  
County Executive

CC: Comptroller  
County Attorney  
Commissioner DPW

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**ONEIDA COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**  
George E. Carle Complex  
5999 Judd Road, Oriskany, NY 13424  
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.  
County Executive

MATTHEW S. BAISLEY  
Commissioner

June 12, 2023

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

Dear County Executive Picente,

The Oneida County Office Building Parking Garage project was added to the H-GEN-011 (H-454) Capital Projects in 2020. Since then, design efforts have been completed, and construction bids have been received.

To award the construction bids and complete the project on schedule, the full project budget must be available in the Capital account. The full project budget is anticipated to be a total of \$6,848,464.00. This project budget is comparable to the new parking garage near the Wynn Hospital.

If providing the aforementioned funding is acceptable, please immediately forward a request to the Oneida County Board of Legislators to increase the budget for Capital Project H-GEN-011 (H-454), as follows.

Current Unencumbered Balance*	= \$3,180,974.22
Proposed Project Cost	= \$6,848,464.00
<b>Proposed Funding Increase</b>	<b>= \$3,667,489.78</b>
Current Total Funding	= \$8,081,825.38
Proposed Total Funding	= \$11,749,315.16

\*Unencumbered balance as of June 8, 2023.

Thank you for your continued support.

Sincerely,

*Matthew S. Baisley*

Matthew S. Baisley  
Commissioner

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**Billard, Mike**

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**From:** Carvelli, Anthony  
**Sent:** Tuesday, June 13, 2023 5:09 PM  
**To:** Billard, Mike  
**Cc:** Revere, Kevin  
**Subject:** W&M 2023-195 & BOL Intro Number 187  
**Attachments:** 20230613165437429.pdf

*Replacement  
information*

Hi Mike,

Attached is an updated sheet for W&M 2023-195 & BOL Intro Number 187 showing 37 parcels. This needs to replace the preliminary sheet attached with the original submission dated June 5, 2023 which contained 40 parcels.

Due to extenuating circumstances we had to go with the second bid on Lot #14, and 3 parcels have to be moved to the next auction - Lot # 36, 75 and 93.

If there are any questions please give me a call.

Thx,

Tony

JUNE 3, 2023 Auction

LOT #	OWNERS NAME	SWIS	TAX MAP NUMBER	CD	TOWN	PROPERTY LOCATION	BIDDER	TAXES OWED	Bid Amt
2	MEZZA RICHARD	301301	223.017-0003-066	SH	ROME	329 MC RAE ST	Davinscraft, Inc	\$633.85	\$1,950.00
10	MARANO DONNA E	301600	318.23-3-32	NH	UTICA	1134 WHITESBORO ST	Casey Stuckman	\$3,058.58	\$55,150.00
14	CITY OF UTICA	301600	318.54-2-20	MT	UTICA	1212 OAK ST	A & D Inverment LLC	\$3,071.47	\$2,350.00
15	CITY OF UTICA	301600	318.54-3-47	TW	UTICA	ASH ST	Sheila Mellor	\$490.17	\$5,150.00
16	CITY OF UTICA	301600	318.58-2-45	TQ	UTICA	1012 STEUBEN ST	Raymond Risucci	\$1,702.76	\$5,450.00
19	CITY OF UTICA	301600	318.74-1-6	PZ	UTICA	1237 STEUBEN ST	Casey Stuckman	\$210.56	\$1,950.00
20	CITY OF UTICA	301600	318.74-2-34	RF	UTICA	1302 SEYMOUR AVE	Davinscraft, Inc	\$330.79	\$1,850.00
23	CITY OF UTICA	301600	318.81-3-27	SJ	UTICA	1558 STEUBEN ST	Casey Stuckman	\$183.49	\$2,250.00
24	CITY OF UTICA	301600	318.83-1-6	PY	UTICA	1301 BRINKERHOFF AVE	Davinscraft, Inc	\$351.64	\$2,150.00
27	CITY OF UTICA	301600	319.63-3-40	P8	UTICA	511 MILGATE ST	Vincent E Carino Jr	\$312.03	\$7,150.00
32	SCHERL GRACE M	302000	130.000-1-55.2	MC	ANNVILLE	2741 NYS RT 285	Rusty Smith	\$9,153.04	\$15,050.00
34	FULLER, WALLACE	302000	167.000-1-2	IC	ANNVILLE	NYS RT 69	Nicholas Curtis	\$954.80	\$5,350.00
37	SALVADORE, MATTHEW J	302400	78.000-1-4	KO	AVA	5749 WEST AVA RD	Hollywood Drive Realty	\$4,009.43	\$8,450.00
46	BAYNES MILTON	303001	128.017-4-23	PE	CAMDEN /V CAMDEN	23 UNION ST	Michael Miner	\$10,004.21	\$9,250.00
47	STUMHOEFER YONG CHA	303089	144.000-2-67	TQ	CAMDEN	7 HILLSBORO RD	Michael Lewis	\$3,992.02	\$28,950.00
51	SPINK, DARLENE G	303089	165.000-1-11	LC	CAMDEN	9294 NYS RT 13	Liliana Bellido	\$17,184.55	\$21,250.00
52	NARBONE LOUIS F SR	303200	281.000-1-7	KZ	DEERFIELD	HITZEROTH RD	Peter Sloan	\$916.99	\$4,050.00
54	GRAY GEORGE	303200	307.005-6-10	LV	DEERFIELD	BOND ST	Casey Stuckman	\$2,962.77	\$1,450.00
55	GRAY GEORGE MATTHEW	303200	307.005-6-11	MO	DEERFIELD	BOND ST	Casey Stuckman	\$1,876.63	\$1,450.00
57	ROGERS RICKY	303400	73.000-1-2-24	MM	FLORENCE	11614 REHM RD	Kevin Loomis	\$10,531.39	\$27,750.00
58	SIMPSON JAMES	303600	245.000-1-41	KD	FLOYD	7263 RITCHIE RD	Nikolay Boyko	\$20,524.17	\$22,850.00
59	SIMPSON JAMES	303600	245.000-1-42	KW	FLOYD	7263 RITCHIE RD	Nikolay Boyko	\$88,897.31	\$22,850.00
61	ZAPONE NICHOLAS	303800	27.000-1-6-4	OG	FORESTPORT	WOODS RD	Eric Gantley/Limestone Ridge LLC	\$5,558.74	\$57,650.00
63	MARTIN ERIC R SR	304200	113.000-1-39	MX	LEE	10243 POINT ROCK RD	Jessica Showron/James Hildenbrandt, Jr.	\$7,470.82	\$15,750.00
66	SCHOEN R. MICHAEL	304400	293.003-2-75.2	TM	MARCY	9527 RIVER RD	Phillip J Bruno Jr./9527 River Rd LLC	\$21,902.67	\$161,850.00
70	SPRIGGS DONNA M	304889	339.008-4-31	UJ	NEW HARTFORD	27 BENTON CIR	Michael Ambrose	\$28,767.30	\$13,150.00
72	SCIALDONE PETER	305089	377.000-2-45.2	UE	PARIS	CEDAR LAKE RD.	Alicia Collier	\$3,730.01	\$11,250.00
74	SPATTO ANTHONY D	305201	159.007-2-35	RM	REMSEN/V REMSEN	MAPLE AVE	Anna Radell-Weaver	\$1,378.95	\$950.00
78	SCHOONMAKER RICHARD	305289	142.002-6-38	UM	REMSEN	ONEIDA	Amanda J Durham	\$1,155.38	\$2,250.00
82	SCHAEFER SHAWN M	306003	323.016-1-46	QB	VERNON / V VERNON	8 MILL ST	Thomas Vanderhoof	\$12,660.82	\$13,050.00
88	NORTHUP MARK	306200	239.004-2-33	OE	VERONA	4506 CANAL ST	Casey Stuckman	\$8,974.93	\$17,650.00
91	WHITTIN MADGE	306200	297.001-1-6	NL	VERONA	1000 FOSTER CORNERS RD	Alan W Chmura	\$1,218.12	\$3,650.00
92	HARDEN FURNITURE INC	306489	183.003-1-65	TT	VIENNA	2860 NYS RTE 13	Chris Helt	\$1,344.10	\$4,350.00
97	GRIFFITH JOHN	306600	137.000-2-8	NO	WESTERN	8525 CARMICHAEL HILL RD	Cody James Mierik	\$3,223.22	\$30,050.00
99	DUTCH, ROBERT / WOOD, GARY	306600	98.000-2-1-3	MX	WESTERN	SAGE RD	Anna Radell-Weaver	\$11,015.11	\$8,650.00
102	STODDARD, SHELDON	307003	305.014-1-65	PZ	WHITESTOWN/V WHITESBORO	18 PINE ST	Garth Curtis	\$41,268.02	\$63,450.00
104	HOWE CODY	307005	318.005-9-16	UA	WHITESTOWN/V YORKVILLE	HIGHLAND AVE	Michael Romanowski/M.D. Auto Express	\$32,797.55	\$2,650.00