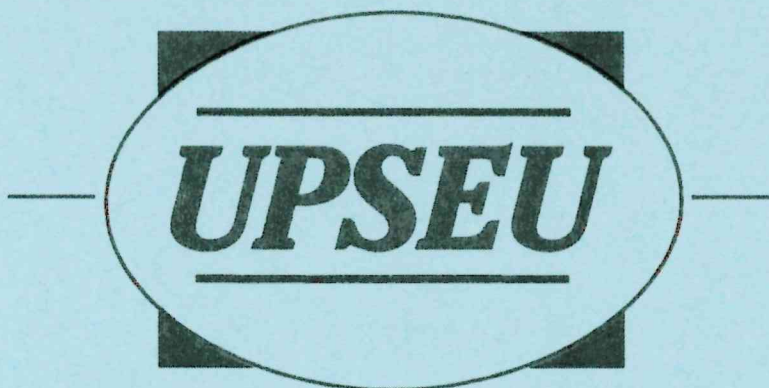


# **COLLECTIVE BARGAINING AGREEMENT**

*By and Between*

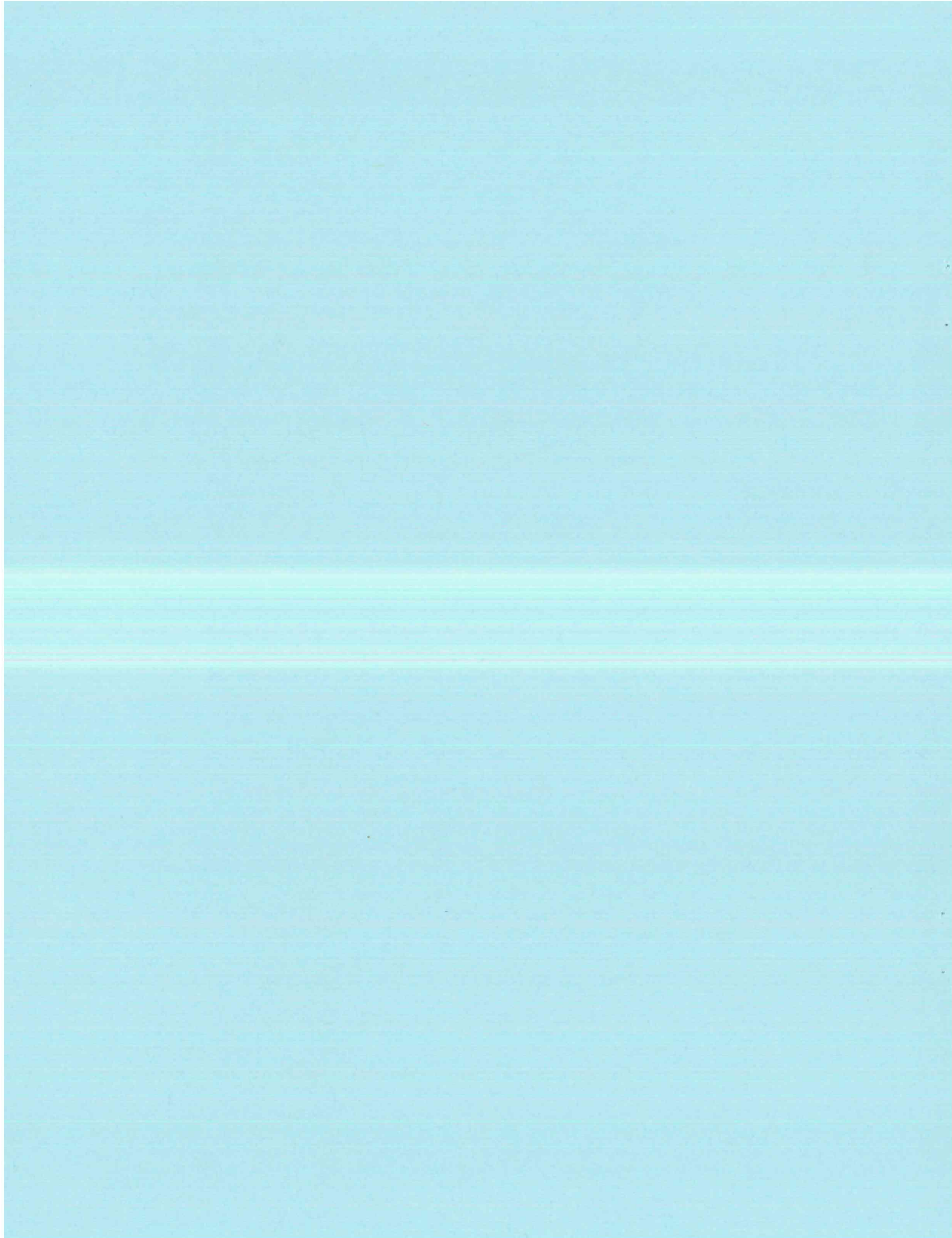
**COUNTY OF ONEIDA/MVCC**

*and*



**UNITED PUBLIC SERVICE EMPLOYEES UNION  
(Blue Collar Unit)**

**January 1, 2024 - December 31, 2028**



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**ARTICLE 1  
APPLICABLE LAW**

The Public Employees' Fair Employment Act, the other provisions of the Civil Service Law, state laws and the local laws of the County of Oneida not inconsistent with said Act, shall govern the terms and provisions of this Agreement.

**ARTICLE 2  
RECOGNITION**

- 2.1 In or about 1995, the United Public Service Employees Union ("UPSEU"), filed a petition with the New York State Public Employment Relations Board ("PERB") seeking to represent a unit of employees of the County of Oneida. Said unit was certified by PERB on January 31, 1996.
- 2.2 The County hereby acknowledges that UPSEU shall be the sole and exclusive bargaining representative for the purpose of establishing salaries, wages, hours, and other terms and conditions of employment through collective negotiations and the administration of grievances arising thereunder for members of the defined bargaining unit. It is further expressly understood that the term "County" as used herein shall mean either the County of Oneida and/or Mohawk Valley Community College ("MVCC") as context requires.
- 2.3 UPSEU represents employees of the County holding a budgeted regular full-time position in a title reflected in Appendix A - Blue Collar - Included Titles.
- 2.4 All part-time, temporary, seasonal, and casual employees shall be excluded from the bargaining unit. All employees who fill positions within the jurisdictional classifications of exempt or unclassified as defined by the Oneida County Rules for the Classified Civil Service shall be excluded from the bargaining unit. All other County officers and employees not listed in Appendix A shall be excluded from the bargaining unit.

**ARTICLE 3  
EXCLUSIVITY**

UPSEU shall have the right to represent employees in the defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act, and under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement; to designate its representatives and to appear before appropriate officials of the County to affect such representation, unless otherwise provided by law; to direct, manage, and govern its own affairs; to determine those matters which the membership wish to negotiate and to pursue these objectives free from any unlawful interference, restraint, coercion or discrimination by the County. UPSEU shall have the right to pursue any matter or issue in any court of competent jurisdiction, whichever is appropriate, unless it is expressly and specifically abridged, delegated or modified by this Agreement, or unless otherwise provided by law.

**ARTICLE 4  
MANAGEMENT RIGHTS**

It is agreed that the management officials of the County retain the right to direct employees, to hire, promote, transfer, discipline, subject to law and the terms of this Agreement; to maintain the efficiency of operations entrusted to them; to determine the methods, means and personnel by which said operations are to be conducted, and to take whatever action is deemed necessary to carry out the mission of the applicable department in cases of emergency; provided that such rights shall not be exercised in violation of other Sections of this Agreement or in violation of any law.

**ARTICLE 5  
LABOR/MANAGEMENT MEETINGS**

Meetings between representatives of the County and no more than three (3) representatives of UPSEU, including any outside representatives, on employment related matters and methods of improving the relationship between the parties will be arranged upon reasonable request of either party. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. Such meetings shall be held quarterly (January, April, July, October). Employees acting on behalf of UPSEU shall suffer no loss of time or pay should such meetings fall within their regular work hours.

**ARTICLE 6  
MEMBERSHIP DUES AND UNION SECURITY**

- 6.1 Following receipt by the County of a signed authorization form from the employee, the County shall deduct from the wages of each employee the regular membership dues and Union sponsored insurance and benefit program premiums for those employees authorizing such deductions of UPSEU. UPSEU shall notify the County by certified mail in advance of the amount of uniform dues to be deducted. The deductions shall be remitted to United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779. No other employee organization shall be accorded such payroll deduction privilege for members of this bargaining unit to the fullest extent required by the Taylor Law.
- 6.2 If, and only if, permitted by law, the County shall deduct on a bi-weekly basis from the wages of all bargaining unit employees who are not members of UPSEU, the amount equivalent to the dues levied by UPSEU and remit the sum to UPSEU, 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779. Provided however, that UPSEU shall establish and maintain a procedure providing for a refund to any employee demanding the return of any part of this agency shop fee deduction which represents the employee's pro rated share of expenditures by UPSEU in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.
- 6.3 UPSEU shall indemnify the County and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article.
- 6.4 Membership in UPSEU shall be voluntary, and there shall be no unlawful discrimination, interference, restraint or coercion by the County or any of its agents,

against any employee because of the employee's membership in or on behalf of UPSEU, or because of any lawful activities on behalf of UPSEU, nor shall there be any discrimination, interference, restraint or coercion by UPSEU, or any of its agents, against any employee because of failure to join UPSEU.

- 6.5 UPSEU's Labor Relations Representatives shall have the right to visit any County facility where employees represented by UPSEU work for the purposes of adjusting grievances and administering the terms of this Agreement. The Labor Relations Representative shall be required to inform an appropriate County official in advance, or immediately upon arrival at the particular County facility, of such visits, and shall provide the County assurance that no inordinate interruption in the work of any County employee will be involved by virtue of such visits.
- 6.6 The above rights of UPSEU are not all inclusive but indicate the type of matters or rights which are inherent to or belong to it as bargaining agent.
- 6.7 With the approval of the County Executive, UPSEU shall have the right to designate a representative of UPSEU's accident and health insurance program and UPSEU's life insurance program for the purpose of visiting the employees covered under this Agreement while on the job and for the purpose of interesting them in this protection and for adjusting any claims provided, however, that the appropriate County official is notified and that total assurance is given him/her that no inordinate interruption in the work of the employee will be involved.
- 6.8 UPSEU will designate one (1) employee its Unit Chief Steward and will authorize this employee, at its discretion and subject to the limitations it may set, to deal with the County about employment conditions and adjustment of problems arising from this Agreement. The name of the Unit Chief Steward shall be certified in writing to the County Commissioner of Personnel on an annual basis and/or as changes occur. When it is necessary for the Unit Chief Steward to engage in UPSEU activities which cannot be performed other than during normal working hours, the County Executive, or his/her designated representative (or where applicable, the President of MVCC, or his/her designated representative), may give such time, without loss of pay, as is reasonably necessary to perform such activities. If the conduct of authorized UPSEU business extends beyond normal working hours, there shall be no additional pay under any circumstances.
- 6.9 The County agrees that it will allow an aggregate maximum of fifty-six (56) hours per year time off with pay at the regular straight-time hourly rate to employees who are Union Stewards or UPSEU Unit Chief Steward to attend UPSEU conferences, conventions, meetings, or special sessions-upon approval of the County Executive, provided that no more than two (2) employees are absent from a department at the same time. The County agrees that it will allow an aggregate maximum of one hundred twelve (112) hours per year time off with pay at the regular straight-time hourly rate to employees who are Union Stewards or UPSEU Unit Chief Steward to attend UPSEU training upon approval of the County Executive, provided that no more than two (2) employees are absent from a department at the same time. For purposes of this Section, the Union agrees to correspond with the Department Head involved and the Commissioner of Personnel thirty (30) days in advance whenever practicable and inform them of the exercise of these rights.

The Commissioner of Personnel shall have the approval, so far as record-keeping only is concerned, as to whether the UPSEU member will attend with pay or upon his or her own time such as compensatory time, vacation, personal leave, or leave

without pay. Special delegates' meetings may be attended only on approval of the County Executive and not be subject to the maximum above.

- 6.10 The County agrees that it will permit and pay representatives of the Union who are regular County employees, not to exceed five (5) in number, time while on the job to resolve Union grievances and time to meet with County representatives to resolve differences and discuss or interpret the terms of this Agreement. The County also agrees to permit negotiators for the Union, not to exceed five (5) in number, who are regular County employees time while on the job to negotiate future agreements.
- 6.11 The County agrees that any employee appointed by UPSEU's President to a Statewide UPSEU Committee, will be granted time off with pay to attend obligatory meetings, not exceeding two (2) days total time off per year for this purpose.
- 6.12 When night time meetings are unable to be conducted, the Unit Chief Steward will be allowed time off with pay to attend meetings called by the UPSEU President. Payment shall cover not more than two (2) meetings per year nor for more than, 1.5 hours per meeting. When a meeting is called on a day other than an employee's normal scheduled workday, no County payment of any kind will be made.
- 6.13 By January 31<sup>st</sup> of each calendar year, the County shall forward to the Union a listing of each employee in the bargaining unit including the employee's full name, home address on file with the Personnel Department, phone number, social security numbers, job title, department, and date of hire. It is understood and agreed that social security numbers, and any other personal private information that may be made available to UPSEU, is for UPSEU's confidential, exclusive use in conjunction with its rights and duties under the Taylor Law. UPSEU further agrees that the non-consensual use of social security numbers, and any other personal information by other agents of UPSEU, or the use or release of such information for other than statutory purposes, is not authorized by the County.

The County also agrees to supply quarterly at the request of the Union a list of all newly hired unit members, indicating each employee's name and date of hire, and a list of those unit members who have terminated employment during the particular quarter, indicating the former employee's name and date of termination.

## **ARTICLE 7 NO STRIKES**

In accordance with the Taylor Law, UPSEU, for itself and on behalf of the employees it represents, hereby affirms that it does not have the right to strike against the County, to assist or participate in any such strike, or to impose an obligation on its membership to conduct, assist or participate in any such strike.

## **ARTICLE 8 NONDISCRIMINATION**

- 8.1 Neither the County nor UPSEU shall discriminate against any employee, or applicant for employment, in a manner which would violate any applicable federal or state employment discrimination laws.

- 8.2 With respect to compliance by the County with the provisions of the American With Disabilities Act ("ADA" or "Act") and the regulations issued pursuant to the Act, UPSEU agrees that it shall have the same obligations as the County with respect to reasonable accommodations. With respect to the County's attempt to afford a reasonable accommodation in accordance with provisions of the ADA and regulations issued pursuant to the Act, UPSEU shall have an affirmative obligation to assist the County in achieving any such accommodation.

## ARTICLE 9 ADMINISTRATION OF THE SALARY SCHEDULE

### 9.1 Salary

- A. On January 1, 2024, the 2023 salary schedule shall be eliminated and replaced with 2024 salary schedule attached hereto. Employees who would have been placed on Step 6 or Step 7 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 1 of the 2024 salary schedule. Employees who would have been placed on Step 8 of the salary schedule on January 1, 2024 shall be placed on Step 2 of the 2024 salary schedule. Employees who would have been placed on Step 9 or Step 10 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 3 of the 2024 salary schedule. Employees who would have been placed on Step 11 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 4 of the 2024 salary schedule. Employees who would have been placed on Step 12 or Step 13 of the 2023 salary schedule on January 1, 2024 shall be placed on the Step 5 of the 2024 salary schedule. Employees who would have been placed on Step 14 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 6 of the 2024 salary schedule. Employees who would have been placed on Step 15 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 7 of the 2024 salary schedule. On January 1, 2025, the 2024 schedule shall be increased by three percent (3%) to create the 2025 schedule. On January 1, 2026, the 2025 schedule shall be increased by three percent (3%) to create the 2026 schedule. On January 1, 2027, the 2026 schedule shall be increased by three percent (3%) to create the 2027 schedule. On January 1, 2028, the 2027 schedule shall be increased by three percent (3%) to create the 2028 salary schedule.
- B. Each employee shall be eligible for annual step movement on the 2025, 2026, 2027 and 2028 schedule with step movement occurring on January 1, 2025, January 1, 2026, January 1, 2027 and January 1, 2028. However, new employees hired subsequent to September 30th of any calendar year will remain at the first step until January 1st of the second calendar year following the calendar year in which they were hired. It is also understood that step movement shall continue on each January 1st after the expiration date of this Agreement. Notwithstanding this, upon reaching the last step of the particular salary grade, there shall be no further step movement or base salary increases until such time as a successor agreement to this Agreement is negotiated.
- C. Upon an employee's reaching the maximum step, there shall be no further step movement during the life of this Agreement and the employee will

become "off the schedule". Each employee who has been "off the schedule" shall be eligible to receive a four percent (4%) increase to his/her salary effective January 1, 2024, January 1, 2025, January 1, 2026, January 1, 2027 and January 1, 2028. Each employee who becomes "off the schedule" during the life of this Agreement shall be eligible for any of the above salary increases that occur subsequent to said employee becoming "off the schedule". There shall be no further base salary increases until such time as a successor agreement to this Agreement is negotiated.

9.2 Permanent, Provisional and Contingent Permanent Promotions

When an employee is promoted on a permanent, provisional or contingent permanent basis, he/she shall be placed at the same step in the new grade that the employee was at in the lower grade.

9.3 Demotion and Exercise of Seniority Displacement Rights

When an employee is demoted (voluntary or involuntary) or when an employee exercises his/her seniority to displace to a lower grade position as provided in ARTICLE 17 JOB SECURITY, that employee will move to the same step of the lower grade that the employee was at the higher grade.

9.4 Layoff and Recall

When an employee is recalled from layoff in accordance with the provisions of ARTICLE 17 JOB SECURITY into the same title held at the time of the layoff, that employee shall be paid at the same step he/she was paid immediately prior to layoff. Effective January 1, 2019, when an employee is recalled from layoff in accordance with the provisions of ARTICLE 17 JOB SECURITY into a lower grade title than that held at the time of the layoff, the employee be placed at the same step of the lower grade that he/she was at in the higher grade at the time of the layoff.

9.5 Reinstatement

When an employee is reinstated from an unpaid leave of absence, that employee shall be paid at the same step he/she was paid upon commencing the leave of absence.

9.6 Failure of Provisional Appointment to Mature Into Permanent Status

When an employee with permanent Civil Service status in one title is serving provisionally in a higher level title and fails to qualify for permanent appointment to the higher level title, that employee shall upon reinstatement to the lower title be paid at the same step and grade of the lower title that he/she would have occupied but for the provisional appointment.

9.7 Starting Salary

New employees shall normally be paid at the first (1<sup>st</sup>) Step of the grade. However, when a Department Head demonstrates severe and continued recruitment difficulty for a specific job title, the County reserves the right to hire up to the third (3<sup>rd</sup>) Step on the salary schedule. Such action shall occur only when authorized in advance by the County Commissioner of Personnel. Any employee in that job title whose salary falls below the new starting salary shall have his/her salary raised to the same level as that of the new starting salary.

9.8 Retroactivity

Where applicable, an employee who is still on the active payroll as of the beginning of the payroll period immediately following ratification of this Agreement by both parties shall receive a retroactive payment based upon his/her 2024 base salary after ratification for those hours or periods actually compensated, included overtime where appropriate, between January 1, 2024 and said payroll period.

9.9 Longevity

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.

9.10 Mileage

When an employee must use his/her own vehicle for County business, the County agrees to pay the prevailing IRS rate on the date of travel upon submission of appropriate vouchers.

9.11 Shift Differential

Each employee who is regularly assigned to the second or third shift or who is scheduled to work the second or third shift will be compensated by receiving two dollars (\$2.00) extra for hours worked on the second shift and three dollars (\$3.00) for hours worked on the third shift.

Employees who are regularly assigned to the second or third shift will receive the shift differential pay for any vacation, holidays, sick leave and personal leave used.

Any employee who is not regularly assigned to a shift other than a normal, usual day work shift, but who is required to work on such a shift, shall receive the aforementioned shift differential pay only for the days/hours he/she actually works on such shift.

9.12 Call-Out Pay

Call-out pay shall be a minimum of three (3) hours' pay or equivalent time off to be taken at a time mutually agreeable between the County and employee.

9.13 Unscheduled Call-Out Incentive

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

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



- c. Must utilize CDL Class A license for assignment by the County a total of at least five (5) times between the January 1 of the previous calendar year and November 30 of the current calendar year.
  - d. Did not refuse an lawful assignment in between January 1 of the previous calendar year and November 30 of the current year.
  - e. Competency and assignment of duties related to operating combination vehicles and equipment requiring a Class A CDL are at the discretion of Supervisors.
- 9.19 Each full time employee who is "off the schedule" in 2024, 2025, 2026, 2027 and 2028 shall receive an off-step differential of one thousand dollars (\$1,000) to be paid on a pro-rata basis each pay period. The off-step differential shall not be added to the base salary for purposes of calculation of the future year's base salary. The off-step differential shall be added to base pay for purposes of determining the employee's hourly rate in each calendar year such off-step differential is received.

## **ARTICLE 10 WORK HOURS**

- 10.1 It is agreed that the workweek and the workday shall continue as presently existing during the course of the Agreement as it did prior to the effective date of this Agreement. The County agrees that neither the workweek nor the workday shall be modified, changed or amended without written mutual agreement of the parties.
- 10.2 Any County employees subject to assignment of shifts or work schedules other than the normal day work hours for their department, will be notified by lists posted in proper places at least two weeks in advance. Such schedules may be modified by the Department Head in cases of emergency, personnel absences and other reasonable needs of the department.

### 10.3 Forty Hour Employees

A forty (40) hour workweek will be in effect for the following departments within all divisions, all locations, but with the exception of clerical: Department of Public Works, Oneida County Airport, Water Pollution Control Department, Buildings and Grounds, and MVCC's Maintenance and Security Divisions.

For the following departments, the normal workday will consist of eight (8) hours, inclusive of a thirty (30) minute paid meal period: Aviation, Water Pollution Control, Buildings and Grounds and MVCC Public Safety.

For all other departments, the normal workday will consist of eight (8) hours, not inclusive of a thirty (30) minute unpaid meal period.

### 10.4 Water Pollution Control 12 Hour Shift

- A. The term "employees" shall be defined as follows: All individuals in the bargaining unit who hold the titles of Wastewater Treatment Plant Attendant, Junior Wastewater Treatment Plant Operator, Wastewater Treatment Plant Operator, and Senior Wastewater Treatment Plant Operator at WPC.

- B. Employees shall only earn overtime after working in excess of forty (40) hours in the fixed seven (7) day period. Employees shall not be entitled to any overtime for working in excess of twelve (12) hours in a workday.
- C. Leave credits for employees for vacation leave, personal leave, sick leave and bereavement leave shall be converted to hours at the rate of eight (8) hours per each credited day.
- D. There will be a "1" shift and a "2" shift with the starting times to be set at the sole discretion of the Commissioner of the WPC or his/her designee. There may also be a "flex" shift which may encompass some of the hours of the "1" shift and some of the hours of the "2" shift with the starting time to be set at the sole discretion of the Commissioner or his/her designee. Any modification to the starting time of any shift shall be on two (2) weeks advance notice posted in the proper place, except in any emergency.
- E. Each employee who is regularly assigned to the "2" shift or who is scheduled to work all of the hours or some of the hours of the "2" shift will be compensated by receiving four dollars (\$4.00) per hour extra, as shift differential, for hours worked on the "2" shift. Employees who are regularly assigned to the "2" shift will receive the shift differential for any vacation, holidays, sick leave and personal leave used. Any employee who is not regularly assigned to the "2" shift but who is required to work all of the hours or some of the hours of the "2" shift shall receive the aforesaid shift differential only for the hours he/she actually works on the "2" shift.

10.5 Senior Public Safety Officer and Supervising Public Safety Officer Twelve (12) Hour Shift

- A. The parties agree that the exemption for law enforcement personnel under the Fair Labor Standards Act ("FLSA") has been implemented as to Senior Public Safety Officers and Supervising Public Safety Officers.
- B. Senior Public Safety Officers and Supervising Public Safety Officers shall be assigned to twelve (12) hour shifts following a "Pitman Schedule," where shifts are rotated as follows over the course of a fourteen (14) day period: [2 days on, 3 days off], [2 days on, 2 days off], [3 days on, 2 days off]. The start end ends days of said fourteen (14) day period will be set by MVCC to coincide with MVCC's payroll periods.
- C. There shall be a "Shift 1" and a "Shift 2." The start and end times of said shifts shall be set in the sole discretion of the Department Head. Any modification to the start and end time of said shifts shall be made no less than two (2) weeks advance notice posted in the proper place, except in an emergency.
- D. Senior Public Safety Officers and Supervising Public Safety Officers shall earn overtime in accordance with the FLSA. The FLSA "work period" shall be a fourteen (14) day period that coincides with MVCC's payroll periods Senior Public Safety Officers and Supervising Public Safety Officers shall

earn overtime after working in excess of eighty-four (84) hours in the "work period." Overtime may be earned as paid time at 1.5 times the hourly rate, or earned as compensatory time.

- E. Senior Public Safety Officers and Supervising Public Safety Officers assigned to these twelve (12) hours shifts shall bid for assignment to Shift 1 and Shift 2 by seniority as it is defined in the Collective Bargaining Agreement. The Department Head shall have the sole discretion to determine staffing levels assigned to each shift.
1. For purposes of initial implementation of this schedule, shift bidding shall be opened up to affected Senior Public Safety Officers and Supervising Public Safety Officers within seven (7) days of final execution of this MOA, and shall remain open for a seven (7) day period. Thereafter, within fourteen (14) days of the close of shift bidding, the Department Head shall advise Senior Public Safety Officers and Supervising Public Safety Officers of the shift they are assigned to and their work schedule which shall commence at the beginning of the next payroll period.
  2. Each year thereafter, shift bidding shall be open to affected Senior Public Safety Officers and Supervising Public Safety Officers from November 1, through November 15 of each year, and shift assignments shall be made no later than November 30 of each year, for shifts that will commence the immediately following calendar year on January 1.
  3. If a shift is not filled by bid, the Department Head shall assign shifts based upon inverse seniority.
  4. The Department Head retains the right to reassign Senior Public Safety Officers and Supervising Public Safety Officers to a particular shift for just cause based upon reasonable criteria including, but not limited to: (1) disciplinary problems; (2) training; (3) personality conflicts within shift that affect operations; (4) job performance concerns; (5) need for shifting manpower; and (6) adjustments made necessary by temporary or permanent vacancies.
  5. Placement within a particular squad once shift assignment is made shall be at the sole discretion of the Department Head.
- F. Shift differential for Shift 2 shall be four dollars (\$4.00) per hour. All other provisions of the Collective Bargaining Agreement regarding eligibility and applicability of shift differential shall remain applicable to Senior Public Safety Officers and Supervising Public Safety Officers.
- G. If a Senior Public Safety Officer who is assigned to work Shift 2 is required to report for Jury Duty or attend a court proceeding to testify in his/her

capacity as a Senior Public Safety Officer, he/she shall notify the Department Head as soon as practicable after receiving a summons or subpoena, and the Department Head shall alter the Senior Public Safety Officer's schedule to ensure that the Senior Public Safety Officer has no less than eight (8) hours off duty between the start and/or end of a work shift and appearance for Jury Duty or court testimony.

- H. Whenever practicable, overtime opportunities shall be posted with ninety-six (96) hours advance notice, and Senior Public Safety Officers and Supervising Public Safety Officers shall be given the opportunity to volunteer for said overtime opportunities. Overtime will be assigned to volunteers according to seniority. In the event no volunteer is available to cover shift, the Department Head shall assign overtime to Senior Public Safety Officers and Supervising Public Safety Officers in order of inverse seniority using a rotating list whereby once a Senior Public Safety Officer is assigned involuntary overtime, he/she shall move to the bottom of the list. Assignment of overtime shall also be subject to the following conditions:
1. No Senior Public Safety Officer shall be forced to work overtime that will result in the Senior Public Safety Officer working more than eighteen (18) consecutive hours.
  2. If no on-duty Senior Public Safety Officer can be ordered to work the overtime without exceeding the limitation in H(a) above, a Senior Public Safety Officer from the following shift may be ordered to report early using the selection method detailed hereinabove.

## **ARTICLE 11 OVERTIME PAY**

- 11.1 All hours worked in excess of eight (8) hours per day or forty (40) hours per week when worked upon the direction or approval of the employee's supervisor shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay or compensated by granting one and one-half (1-1/2) times the number of overtime hours worked as compensatory time off. The employee shall make his/her choice (overtime or compensatory time) known to his/her Department Head not later than the end of the pay period in which the overtime is earned. Compensatory time may not be accumulated in excess of eighty (80) hours. Reasonable exceptions, however, may be granted at the Department Head's sole discretion. Where compensatory time is granted, it must be requested in advance from the Department Head or his/her designee. Compensatory time shall not be unduly denied; however, the Department Head or his/her designee shall have the right to limit the number of employees using compensatory time according to work requirements and the operating needs of the County.
- 11.2 For those authorized hours worked in excess of the employee's normal workweek as specified in ARTICLE 10, but fewer than forty (40) hours, the employee shall

have the option of receiving compensation at the employee's regular compensation rate or straight compensatory time off for all such time up to forty (40) hours.

- 11.3 Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provisions of this Article or Agreement.
- 11.4 Although paid time off due to vacations, personal leave, compensatory time, and bereavement leave and, designated holidays other than floating holidays, shall be considered as time worked in computing eligibility for overtime compensation, paid time off due to sick leave and floating holidays shall not be considered as time worked for overtime purposes. Notwithstanding this, for those Department of Public Works personnel working under the Snow and Ice Removal Contract, sick leave will be excluded from time worked in computing eligibility for overtime compensation but only for the day when actual sick leave is used.
- 11.5 It is also understood that the County shall have the discretion to offer each active employee announced voluntary opportunities to convert a predetermined portion of the employee's accrued compensatory time under any provision of this Article to a monetary payment to the employee for such time. These opportunities shall be controlled and administered by the County in its sole discretion and will occur no more frequently than once per year.

## **ARTICLE 12 RETIREMENT**

- 12.1 The County agrees to provide Section 75-I of the New York State Retirement and Social Security Law on a non-contributory basis for Tier I and Tier II Retirement System members covered by this Agreement.
- 12.2 The County agrees to provide the applicable provisions of Articles 14 and 15 of the New York State Retirement and Social Security Law for Tier III and Tier IV Retirement System members covered by this Agreement.
- 12.3 The County further agrees to provide Section 41(j) of the New York State Retirement and Social Security Law on a noncontributory basis for all Retirement System members covered by this Agreement. Section 41(j) allows for unused sick leave credits to be applied as additional service credit upon retirement. Upon retirement, the first one hundred sixty-five (165) days of an employee's accumulated sick leave days will be applied towards Section 41(j). The employee will be paid sixty dollars (\$60.00) per day for each accumulated sick leave day above the first one hundred sixty-five (165) days.
- 12.4 It is agreed that any specific question regarding membership in the New York State Retirement System shall be directed to the headquarters of the System, Alfred E. Smith Office Building, Albany, New York 12244.
- 12.5 When you join the Retirement System, you are assigned to a tier based on your date of membership. There are six (6) tiers in the Employees' Retirement System

(ERS): you are in Tier 1 (75-g) if you joined before July 1, 1973; you are in Tier 2 (75-g) if you joined from July 1, 1973 through July 26, 1976; you are in Tier 3 if you joined July 27, 1975 through August 31, 1983; you are in Tier 4 if you joined September 1, 1983 through December 31, 2009; you are in Tier 5 if you joined January 1, 2010 through March 31, 2012; and you are in Tier 6 if you joined April 1, 2012 or after. Additional Tiers, if any, that may be mandated by State legislation for this bargaining unit shall also be implemented.

**ARTICLE 13  
LEAVE OF ABSENCE WITH PAY**

13.1 Sick Leave

- A. It is agreed that each employee in the defined bargaining unit shall earn one (1) day sick leave per month. Sick time cannot be used before it is accrued.
  
- B. The County and UPSEU agree that sick leave should be used for legitimate purposes and is not to be abused. Medical certificates will not normally be required to substantiate requests for approval of sick leave for three (3) days or less.

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

A maximum of six (6) sick leave days may be used each calendar year for illness or injury to a member of the employee's immediate family.

13.2 Vacation Schedule

- A. For full-time employees the following vacation schedule applies:  
  

Less than one year's service . . . . .	none
After one year service . . . . .	5 days
After two years of service . . . . .	10 days
After five years of service . . . . .	15 days
After ten years of service . . . . .	16 days
After eleven years of service . . . . .	17 days
After twelve years of service . . . . .	18 days
After thirteen years of service . . . . .	19 days
After fourteen years of service . . . . .	20 days
  
- B. An employee shall have the right to carry over a maximum of fifteen (15) days vacation time from one vacation year into the next vacation year.

Vacation to be taken at a time mutually agreeable to the County and employee.

### 13.3 Holidays

The County agrees that each employee shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
June 19 <sup>th</sup> (Juneteenth)	Christmas Eve Day
Independence Day	Christmas Day
	*Floating Holidays (1)

\*Floating holidays may be taken at a time mutually agreeable to the County and employee. 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.

Floating holidays shall be credited on January 1 of the year, or at the time of hire, for use during the balance of the calendar year. When a holiday falls on Sunday, the Monday following shall be observed as the holiday. When the 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 on any of the above holidays shall have the option of receiving a day's pay instead of an alternate day off. Employees required to work Thanksgiving Day, New Year's Day, or Christmas Day will be paid at time and one-half (1½) their regular rate of pay. Selection of those employees designated to work on any of the above holidays shall be at the discretion of the Department Head.

### 13.4 Personal Leave

Each employee in the defined bargaining unit shall be allowed up to four (4) working days leave per year non-cumulative without any restrictions, upon prior approval of the Department Head, and that approval shall not be unreasonably withheld. For purposes of this Section, an employee shall apply for personal leave at least one (1) working day in advance whenever practicable. Any unused personal leave as of December 31st each year will be added to the employee's accrued sick leave.

### 13.5 Bereavement Leave

Each employee shall be allowed up to three (3) working days with pay because of death in the employees' immediate family. Immediate family is defined as; spouse, parent, grandparent, spouse's parent, and/or grandparent, child, brother, sister, grandchild, legal guardian, brother and sister-in-law, foster parent or a relative who is an actual member of the employee's household.

**ARTICLE 14**  
**WORKERS' COMPENSATION**

- 14.1 The County shall provide Workers' Compensation benefits in accordance with applicable law.
- 14.2 An employee who is unable to perform the duties of his/her employment because of a compensable injury or illness, as defined in the Workers' Compensation Law, received or contracted in the service of the County and who receives Workers' Compensation benefits, shall receive a leave for compensable illness or injury in accordance with Section 71 of the Civil Service Law. The County will continue its usual share of the health benefit premium expense during the authorized leave.
- 14.3 In those instances where an illness or injury is determined by the County, or other forum of competent jurisdiction, to be compensable as arising out of and in the course of employment, the employee will be offered a choice of either option A or B listed below. such election of options must be done in writing and if no option is elected by the employee in writing, he/she shall be assigned option (A) until such written election is received by the County's Workers' Compensation Department.
- A. The employee shall collect weekly compensation benefits subject to the amount to which he/she may be entitled pursuant to the Workers' Compensation Law. The employee will not draw sick leave even though he/she might be eligible; or
- B. The employee shall be permitted to use paid sick leave to cover the difference between the benefit payable under the Workers' Compensation Law and his/her regular salary, to the extent of his/her accrued sick leave at the time such absence commences.
- 14.4 In the event that the employee elects option (B) above, the County shall file with the Workers' Compensation Board for reimbursement to the extent of the employee's Workers' Compensation award for the period covered by sick leave pay. The employee's sick time will be restored on a pro rata basis by dividing the amount of reimbursement obtained by the employee's daily salary and will be reinstated after the employee returns to active County employment, subject to reimbursement from any compensation insurance carrier.
- 14.5 The County reserves the right to change insurance carriers, or to self-insure, for Workers' Compensation benefits and agrees to consult with UPSEU prior to any such change.

**ARTICLE 15**  
**HEALTH AND SAFETY**

The County and UPSEU shall continue to make reasonable provisions for the health and safety of unit employees during the hours of their employment. A committee will be appointed to periodically review health and safety factors within County facilities. The committee will be composed of no more than two (2) representatives of the County

Executive and one outside representative of UPSEU and one (1) unit member to be designated by UPSEU. This committee may make advisory recommendations to the County Executive, who retains the final decision-making power.

## **ARTICLE 16 UNEMPLOYMENT INSURANCE**

The County shall provide unemployment insurance benefits in accordance with applicable law.

## **ARTICLE 17 JOB SECURITY**

- 17.1 Seniority shall be defined to mean an employee's length of continuous service for the County from the employee's original date of hire as a regular budgeted full-time employee. Seniority shall be departmental.
- 17.2 A regular budgeted full-time employee will acquire seniority after successfully completing the probationary period which seniority shall then run from the employee's original date of hire as a regular budgeted full-time employee.
- 17.3 An employee shall forfeit all accrued seniority and, if re-employed subsequently, have only the status of a new employee, under any of the following conditions:
- A. When the employee resigns voluntarily from employment; or
  - B. When the employee is discharged or resigns in lieu of dismissal; or
  - C. When the employee retires; or
  - D. When the employee fails to return to work within two (2) weeks of notice of recall following a layoff, or following any authorized absence, or by transfer to a position not covered by this Agreement for a period equal to or greater than three (3) months.
- 17.4 Departmental seniority shall apply to:
- A. Layoff and recall of noncompetitive and labor class employees;
  - B. Vacation time selection; and
  - C. Filling vacancies, including shift openings in a shift other than the day shift, as limited by the conditions specified in Section 17.5 below.
- 17.5 For purposes of this Article, a vacancy shall be defined as any regular budgeted full-time position in the noncompetitive or labor class for which the County Executive has authorized hiring replacements. When such a vacancy occurs, it will be posted

County-wide. In order to facilitate posting, the County shall send interoffice mail copies of such vacancy announcements to each recognized Union shop steward. UPSEU shall also be furnished copies of such announcements at its Utica office. Announcements shall be posted on the Union bulletin board by the recognized Steward. Bargaining unit members who meet the minimum qualifications for such position, and who express an interest by written application for appointment to such position, shall be given first consideration for the vacancy. Selection from among those bargaining unit members shall be on the basis of departmental seniority, attendance, job performance and qualifications of the respective employee, and where these factors are relatively equal in the opinion of the Department Head, departmental seniority shall prevail. The County may also fill the vacancy from outside the bargaining unit provided that no internal applicant possesses the minimum qualifications or meets the provisions set forth above, as reasonably determined by the County. Selection shall be the responsibility of the Department Head who may temporarily fill a vacancy pending compliance with the posting requirements above.

17.6 Announcements for Civil Service examinations for competitive class positions in the bargaining unit shall be sent by email to the Oneida County-issued email address to each recognized Union Steward. In the event that a Union Steward does not have an Oneida County-issued email address, said announcements shall be sent to him/her by interoffice mail. The Union shall furnish a list of such Stewards. UPSEU shall also be furnished copies of such announcements via email.

17.7 Layoff in the Competitive Class

The County, in its discretion, shall determine whether layoffs are necessary for employees in competitive class positions. If it is determined that such layoffs are necessary, layoff and recall of competitive class employees shall be governed by the Civil Service Law and the Oneida County Civil Service Rules.

17.8 Layoff in the Noncompetitive or Labor Class

The County, in its discretion, shall determine whether layoffs are necessary for employees in the noncompetitive or labor class. If it is determined that such layoffs are necessary, employees in a noncompetitive or labor class job title, within a department, will be laid off in the following order:

A. Temporary and probationary employees shall be laid off first; and

B. Thereafter, permanent employees having seniority shall be laid off by seniority in job title in the inverse order of seniority, that is -- last in, first out.

The County shall forward a list of those employees to be laid off to the County-wide Chief Steward and UPSEU prior to the time that notices are issued to employees. Employees to be laid off will have at least two (2) weeks notice of layoff or be paid in lieu of time. When an employee in the noncompetitive or labor class is laid off, he/she shall be permitted to exercise his/her seniority rights to replace the least senior employee in the same job title within his/her department only. Thereafter, the replaced employee may exercise his/her seniority rights to retreat to his/her last held permanent title in the noncompetitive or labor class within his/her department only. The retreat process shall continue only within that department until the least senior

employee in the last affected job title is displaced and he/she shall be laid off and there shall be no further bumping, retreat, or displacement. Noncompetitive and labor class employees who are laid off shall be placed on a recall list for a period not to exceed two (2) years from the date of layoff. If, during the existence of a valid recall list, a vacancy which is to be filled occurs, then an employee will be recalled from layoff to the same title he/she was in at the time of layoff. Such recall shall be in the inverse order of layoff based upon seniority provided the employee is qualified to perform the work. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail and a copy shall be sent to the County-wide Chief Steward and UPSEU. If the employee fails to notify his/her department head in writing of his/her intention to return within two (2) weeks from the date of notice, he/she shall be considered a quit and removed from the recall list. The County shall be deemed to have fulfilled its obligation by mailing the recall notice by registered or certified mail, return receipt requested, to the last known mailing address provided by the employee, it being the obligation and the responsibility of the employee to provide the County with his/her latest mailing address.

- 17.9 Temporary and probationary employees who have been laid off shall have no recall privileges.

## **ARTICLE 18 UNIFORMS**

- 18.1 The County shall order and pay for uniforms for the following titles: all uniformed full-time members of the security and maintenance personnel at Mohawk Valley Community College and Maintenance personnel at the Oneida County Airport. The County shall exercise its discretion pursuant to Section 18.2 to provide all employees with work boots and to provide any employee who is regularly assigned to work outdoors during the winter season with a winter jacket in 2006.
- 18.2 The County shall determine the uniform requirements for all County personnel as well as the furnishing and maintenance of uniforms.

## **ARTICLE 19 DRESS CODE**

Appropriate dress for all employees of all Departments in Oneida County, as established by the Dress Code Policy, shall be worn on all normal working days. Any employee who is disciplined because of inappropriate dress may appeal the action taken to a three (3) member committee, comprised of the UPSEU President, or his/her designee; the Commissioner of Personnel, or his/her designee; and the UPSEU Attorney, or his/her designee. Any costs involved will be shared by UPSEU and the County equally.

Any employee bringing an issue before this committee must do so in writing within five (5) days from the time of the disciplinary action. The committee's decision will be rendered within ten (10) days from the date it receives written notice from the aggrieved employee.

The decision of this committee shall be final and binding and not subject to Civil Service Law §75, nor Article 25 and 27 of this Agreement.

**ARTICLE 20  
EMPLOYEE ADDRESS AND TELEPHONE NUMBER**

- 20.1 It shall be the responsibility of each employee to keep the County informed of his/her current address and a telephone number where he/she can be notified of emergencies and other matters as appropriate.
- 20.2 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.

**ARTICLE 21  
HEALTH INSURANCE COVERAGE**

- 21.1 The County shall continue to make available to bargaining unit members and their eligible dependents group health and hospitalization benefits substantially equivalent to or better than those provided by the current health maintenance organization (HMO) or a Point of Service plan (POS) plan. The HMO or POS shall have a three tier \$5/\$20/\$40 co-payment system for prescription drugs
- 21.2 Premium Cost Sharing for Health Benefits (exclusive of dental)  
The County shall assume one hundred percent (100%) of the gross premium cost of health benefits for unit employees hired prior to January 1, 1984 and eighty percent (80%) of the gross premium cost of health benefits for unit employees hired on or after January 1, 1984, according to the category (individual, 2-person, family), based on the selected by the employee.
- 21.3 Premium Cost Sharing for Dental Benefits  
The County shall contribute up to twenty-five dollars (\$25.00) per month per covered employee for a dental program offering individual and dependent coverage. The employee shall bear the remaining cost of said dental benefits. The County shall select the dental carrier that provides substantially equivalent or better benefits than those which exist in 2023. Such dental carrier must be licensed or authorized to provide dental benefits in New York State.
- 21.4 The County reserves the right to change or provide alternate insurance plans or carriers, HMOs, 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 Union prior to any such change. However, the County will not be responsible for changes beyond its control unilaterally imposed by an insurance carrier or HMO, in benefits, co-payment provisions, or deductibles so long as the

County uses its best efforts to minimize changes by insurance carriers and HMOs from one plan year to another.

The extent of coverage under the benefit plans, including any HMOs and/or self-insurance plans referred to in this Agreement, shall be governed by the terms and conditions set forth in said policies or plans. Any claim disputes concerning said insurance policies, plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and plans and shall not be subject to the grievance procedure set forth in this Agreement.

- 21.5 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 employee who would qualify for coverage under the County Health Insurance Plan, providing that the employee does not join or terminate coverage for the prior eleven (11) consecutive months. 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 you are not covered by the plan for more than eleven (11) consecutive months. Each year in lieu waiver forms must be filed in the Health Insurance office by December 31st for the following year.

Individual	\$500
Two (2) Person	\$750
Family	\$1,000

If an employee who has opted out of the County Health Insurance Program wishes to reenter, he/she may do so during the open enrollment period as determined by the Health Insurance Office. Any employee who is covered as a dependent in the Oneida County Health Insurance Plan is not eligible for the said Lump Sum Payment.

- 21.6 Data provided by the insurance carriers pertaining to paid claims and rates will be made available to the Union for review, comments, or suggestions, provided that such data is not specifically exempted from disclosure by state or federal statute or if disclosed would result in an unwarranted invasion of personal privacy.
- 21.7 A married couple employed by the County will each retain individual health insurance plans, provided there are no dependent children, or a single family plan if there are covered dependent children.
- 21.8 The County will offer, at no cost to the employee, a benefit plan pursuant to Section 125 of the Internal Revenue Code to allow participating employees the option of paying the employee's share of the group health and dental premiums on a pre-tax basis in accordance with IRS regulations.

**ARTICLE 22  
GRADUATE CREDIT HOURS PAY**

- 22.1 Each employee who achieved thirty (30) graduate credit hours in a job-related field will receive Eight Hundred Dollars (\$800) per annum in additional compensation. Employees achieving a sixty (60) hour job-related Masters Degree will receive One Thousand Dollars (\$1,000) per annum in additional compensation. Payments will be made on a pro-rata basis each pay period after the Commissioner of Personnel has received proper documentation and certified the change to Audit and Control.
- 22.2 The Graduate Degree compensation will not be payable to any employee whose job description requires a Graduate Degree in order to qualify for initial employment in that title.

**ARTICLE 23  
LUNCH ALLOWANCE**

- 23.1 Employees attending authorized meetings or seminars requiring meal reimbursement will be eligible for reasonable, actual and necessary expenses.
- 23.2 Highway Department employees shall be reimbursed at rates established in the New York State Schedule for seasonal work requirements.
- 23.3 Unit supervisors and department heads are responsible for validating the assignment and claim.

**ARTICLE 24  
TUITION ASSISTANCE**

- 24.1 County employees who wish to take job-related courses at any college in the State University of New York ("SUNY") system, Utica College of Syracuse University, or Syracuse University, may do so under the following conditions:
- A. The County agrees to pay up to a maximum one hundred eighty dollars (\$180) for a three (3) credit hour course, or sixty dollars (\$60) per credit hour, but in no event more than one hundred eighty dollars (\$180) per semester per applicant, or more than sixty dollars (\$60) per credit hour.
  - B. The County agrees to support up to a maximum of forty (40) three (3) credit hour courses during each semester, or a total of one hundred twenty (120) credit hours each semester.
  - C. If employee sign-ups exceed the maximum number of credit hours allowed by this Agreement, employees will be subject to a seniority system, with those employees having greatest seniority given the first opportunity to attend.

- D. Each employee must have the approval of his/her Department Head as well as the Department Head concurrence as to the job related status of the course, with final approval or disapproval by the Commissioner of Personnel.
- E. The County agrees to pay the cost of tuition only.
- F. Tuition will be paid directly to the employee upon presentation of proof of successful completion of the course and paid receipt from the College. All courses will be taken outside of the employee's normal working hours.
- G. The County Personnel Department will administer this program and establish procedures to be followed.

**ARTICLE 25  
GRIEVANCE AND ARBITRATION PROCEDURE**

25.1 Definitions

Grievance shall mean an alleged violation, misinterpretation or an inequitable application of the terms of either this Agreement, or the Oneida County Personnel Rules, or work rules or administrative orders of the County when such rule or administrative order relates to or involves employee health or safety, physical facilities, materials or equipment furnished to employees, supervision of employees or rate of compensation (meaning basic salary, longevity, overtime, call-out and shift differential only) provided, however, that the term "grievance" shall not include any matter involving retirement benefits or any other matter which is otherwise reviewable pursuant to law or rule or regulation having the full force and effect of law.

Grievant shall mean either UPSEU, or the employee(s) it represents in the bargaining unit, filing a grievance.

Immediate Supervisor shall mean the employee or officer on the next higher level of authority above the grievant in the department wherein the grievance exists and who normally assigns and supervises the grievant's work and approves his/her time record and evaluates his/her work performance.

Department Head shall mean the principal officer and/or appointing authority of the department.

- 25.2 For the purpose of this procedure, workdays will exclude Saturdays, Sundays and enumerated holidays. The time limits set forth in this Article are of the essence. They may, however, be extended by advance mutual written agreement of the parties. The failure of the grievant, either UPSEU or the employee(s) it represents, to proceed within a time limit set forth herein shall terminate the grievance at that stage. The failure of the County to answer within the time limits set forth will automatically advance the grievance to the immediate next stage of the grievance procedure.

25.3 An employee shall have the right to present his/her grievance in accordance with the procedures established herein, free from interference, coercion, restraint, unlawful discrimination, or reprisal and shall have the right to be represented by a UPSEU representative at all stages of the grievance procedure.

25.4 In recognition that there are certain issues which, by their nature, are not capable of being settled at the preliminary stages of a grievance procedure, for example where the grievance involves a significant number of employees or employees from more than one department, the County and UPSEU therefore agree that, subject to an advance mutual agreement of the parties, a grievance may be submitted at an advanced step of this grievance procedure.

25.5 Stage 1

- A. An employee or group of employees who claim to have a grievance shall present their grievance to their immediate supervisor orally within five (5) working days after the employee(s) either knew, or should have known, of the occurrence of the grievance, whichever occurs first.
- B. Within five (5) working days after presentation of the grievance, the immediate supervisor shall discuss the complaint with the grievant(s) and respond orally.

25.6 Stage 2

- A. In the event that the grievance is not resolved within Stage 1, the aggrieved employee(s) may submit within five (5) working days from the immediate supervisor's oral response, a formal written grievance to the Department Head (or where applicable, the Director of Human Resources of MVCC). The written grievance shall contain the circumstances of the alleged violation, the specific provision of the Agreement, Personnel Rule, work rule, or administrative order alleged violated, the date of the alleged violation, and the remedy sought.
- B. The Department Head (or where applicable, the Director of Human Resources of MVCC) shall meet with the aggrieved employee(s) and the UPSEU representative, if any, to discuss and review the allegations of the grievance.
- C. Within ten (10) working days of the receipt of the formal written grievance, the Department Head (or where applicable, the Director of Human Resources of MVCC) shall respond in writing to the aggrieved employee(s) with a copy to the UPSEU representative, if any, and the Commissioner of Personnel.

25.7 Stage 3

- A. In the event that the grievance is not resolved within Stage 2, the aggrieved employee(s) may submit within five (5) working days from the Department Head's response, a formal written grievance to the County Executive, or his/her authorized designee (or where applicable, the President of MVCC). The written

grievance shall contain the circumstances of the alleged violation, the specific provision of the Agreement, Personnel Rule, work rule, or administrative order alleged violated, the date of the alleged violation, and the remedy sought.

- B. The County Executive or President of MVCC, or his/her authorized designee, shall meet with the aggrieved employee(s) and the UPSEU representative, if any, to discuss and review the allegations of the grievance.
- C. Within ten (10) working days of receipt of the formal written grievance, the County Executive or President of MVCC, or his/her authorized designee, shall respond in writing to the aggrieved employee(s) with a copy to the UPSEU representative, if any.

#### 25.8 Stage 4

- A. In the event the grievance is not resolved within Stage 3, UPSEU, and only UPSEU, may within ten (10) working days after the Stage 3 reply of the County (or MVCC where applicable) is given or is due, by written notice request arbitration. The County and UPSEU will select the arbitrator from lists submitted to them by PERB. The selection of the arbitrator and the arbitration proceedings shall be conducted in accordance with the then current PERB rules for voluntary grievance arbitration. If arbitration is not requested as set forth in this Stage, it shall be deemed waived, and the grievance resolved on the basis of the response of the County (or MVCC where applicable) at Stage 3.
- B. The arbitrator shall have no authority to make any decision which requires commission of an act prohibited by law nor to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the questions of fact and law as to whether there has been a violation, misinterpretation, or an inequitable application of this Agreement, or the relevant Personnel Rule, work rule, or administrative order. The arbitrator shall be empowered to determine the issue(s) raised by the grievance. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the County, UPSEU, and the employees covered by this Agreement.
- C. The costs of the services and/or any related expenses of the arbitrator, including the initial filing fee, shall be borne by the losing party to the arbitration.
- D. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue(s). If the arbitrator finds a violation of a specific provision of this Agreement, Personnel Rule, work rule, or administrative order, the arbitrator's award shall not be retroactive in its effects any earlier than five (5) working days preceding the filing of the grievance.

**ARTICLE 26  
PERSONNEL FILES**

- 26.1 The County shall maintain a central personnel file for each employee. Supervisors may also keep working files.
- 26.2 Upon written request to the Commissioner of Personnel (or where applicable, the Director of Human Resources of MVCC), an employee may inspect his/her central personnel file subject to the following:
- A. Inspection shall occur during nonworking hours, including lunch and break periods, at a time and in a manner consistent with procedures established by the Commissioner of Personnel (or where applicable, the Director of Human Resources of MVCC).
  - B. Upon request, an employee who has a pending written grievance on file and who is inspecting his/her personnel file with respect to such grievance, may have a Union representative present during such inspection.
  - C. Copies of materials in an employee's personnel file shall be provided the employee upon request if such materials are to be used in conjunction with the processing of a grievance filed by the employee. The employee shall bear the cost of such duplication.
  - D. Pre-employment information, e.g., reference checks and responses, or information provided to the County with the specific request that it remain confidential, shall not be subject to inspection and copying.

**ARTICLE 27  
DISCIPLINE AND DISCHARGE PROCEDURE**

- 27.1 Each 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 of and in place of any other procedures such as but not limited to those specified in Sections 75, 76 and 77 of the Civil Service Law.
- 27.2 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 County. A notice of such discipline shall be made in writing and served upon the employee with a copy to an outside UPSEU representative at its Utica office and County Commissioner of Personnel. The specific acts for which discipline is being imposed and the penalty shall be specified in the notice.
- 27.3 If the employee disagrees with the disciplinary action, the employee and/or UPSEU may submit a grievance at the Stage 2 level of the grievance procedure as specified in ARTICLE 25 of this Agreement. Failure to submit a grievance within ten (10) working days of receipt of the notice of discipline will constitute acceptance of the

imposed penalty by the employee and UPSEU and the matter will be settled in its entirety. Subject to a mutual written agreement between UPSEU and the Commissioner of Personnel, the time limit hereinabove specified may be extended.

- 27.4 It is expressly understood that the County shall be permitted to impose the disciplinary penalty prior to expiration of the ten (10) working day period for submittal of a grievance challenging disciplinary action.
- 27.5 An employee shall have the right to be represented in disciplinary matters by a UPSEU representative if the employee elects to do so. Such right of representation shall extend to any questioning of the employee which may lead to disciplinary action. Nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the County 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.
- 27.6 No disciplinary action shall be commenced by the County more than twenty-four (24) months after the occurrence of the alleged act(s) for which discipline is being considered provided, however, that such time limitation shall not apply where the act(s) would, if proved in a court of competent jurisdiction, constitute a crime.
- 27.7 Upon written request of the employee to the Commissioner of Personnel, a written reprimand shall be removed from the employee's personnel file after two (2) years have passed from the date of the notice of reprimand.

## **ARTICLE 28 REVIEW OF REALLOCATION**

- 28.1 The County agrees to review requests made by UPSEU for reallocation of titles within the defined unit, including Mohawk Valley Community College.

The parties agree to meet and discuss the requests.

## **ARTICLE 29 MISCELLANEOUS**

- 29.1 Emergency Closing  
When there is an emergency closing of County facilities, as determined solely by the County Executive (or where applicable the President of MVCC), due to inclement weather conditions, affected employees may be released from duty with no loss of pay or benefits. Those employees who are not released from duty as determined solely by the County Executive (or where applicable the President of MVCC), or his/her designee, shall receive compensatory time off for such time worked. When such an emergency also happens on one of the holidays designated in Section 13.3, any employee who was required to work on the holiday, and subsequently required to remain on duty during the emergency closure shall receive the benefit of both this Section and Section 13.3.

29.2 Copies of Agreement

The County agrees to supply and deliver to the officers of UPSEU, five hundred (500) copies of the Agreement for distribution by UPSEU sixty (60) days after ratification by both parties.

29.3 Bulletin Boards

The County will make available to UPSEU designated space, not to exceed three (3) feet by three (3) feet in area, on presently designated bulletin boards maintained on the premises of all County facilities for the purpose of posting UPSEU notices. It is further agreed that UPSEU shall post no defamatory, political, derogatory, or libelous materials. The bulletin board space will at all times carry a label, device, or notice clearly identifying it as UPSEU space (for use) and disclaiming County responsibility for any matters posted on it. It is further agreed that UPSEU shall indemnify the County and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any actions taken by UPSEU with respect to the posting of UPSEU notices.

29.4 Leave for Court and Jury Attendance

- A. Employees who are required to serve as a juror or to appear in court as a witness or to attend court pursuant to subpoena or other order of the court, shall be granted a leave of absence with pay where such service occurs during the employee's normally scheduled work time. Such absence shall not be deducted from any other leave allowance. The employee shall also be entitled to retain any mileage compensation paid by the court. When an employee receives notice of call to jury duty, or is subpoenaed to appear in court, said employee shall notify his/her supervisor of such as soon as reasonably practical and generally on the employee's first scheduled workday following receipt of such notice or subpoena by providing a copy thereof to the supervisor. If a day shift employee is excused from juror or witness duties prior to 1:00 p.m., the employee shall return to work for the remainder of the workday. Second shift employees shall report to work immediately upon being excused by the court, if at least three (3) hours are remaining in the employee's regularly scheduled workday.
- B. Paid leave time under Section 29.4 is limited to those instances where the employee is required to report for jury duty, or is subpoenaed by the court to testify as a non-party witness. Section 28.4 does not provide for paid leave time when the employee is a party, or direct litigant, in the action, proceeding, or case before the particular court.
- C. Neither the County nor the College will exclude from paid leave a situation where an employee is appearing in court as the result of an act which occurred while in the performance of the employee's responsibilities, provided that such act did not result from the willful act or negligence of the employee.

29.5 Appendix A

When new job titles are created by the County that appear to be within the scope of UPSEU's collective bargaining unit or when existing positions are reclassified

pursuant to Civil Service Law, the County will consult with UPSEU to determine whether the new or reclassified title should be included in UPSEU's bargaining unit. If the parties cannot agree to the unit status of a title, the matter may be submitted to PERB for determination.

29.6 Seasonal Duties

The County agrees to pay a one-time lump sum payment, the first payday following the close of the snow season (April 15th) to those employees in the Department of Public Works, Division of Highways and Bridges, who have been designated by the Commissioner of Public Works as Snow Inspectors for the foregoing season.

This payment will be in the amount of Twenty Five Hundred Dollars (\$2,500.00) per season, and will be pro rated based upon the number of work days the individual employee was assigned to Snow Inspector duties.

29.7 Probationary Periods

Probationary periods for employees in the competitive, non-competitive, and labor classes will be administered in accordance with the provisions of the Oneida County Civil Service Rules.

29.8 Drug Testing Policy

Also all bargaining unit members involved in motor vehicle accidents while driving County/MVCC vehicles or personal vehicles for County/MVCC business causing property damage to County/MVCC property or Private property, or if a summons or traffic ticket is issued will be subject to testing in accordance with the post-accident procedures set forth in the Oneida County CDL Policy. Also all bargaining unit members involved in accidents while using, driving or operating County/MVCC equipment causing property damage to County/MVCC property or Private property will be subject to testing in accordance with the post-accident procedures set forth in the Oneida County CDL Policy. Nothing in this Section limits the County's rights under the Oneida County CDL Policy.

29.11 Wastewater Treatment Plant Operators Reimbursement of licensure expense for Wastewater Treatment Plant Operators

Prior to enrolling in the training listed below, the employee and the County shall sign an agreement relative to the reimbursements listed below which shall specify the exact cost of the training. The County shall pay for the relevant training. Once the County has paid for said training, in the event the employee resigns, the employee shall reimburse the County for the cost of the same as follows:

- A. Resignation within one (1) year of obtaining a Grade 3A - 100% reimbursement
- B. Resignation within two (2) years of obtaining a Grade 3A - 75% reimbursement
- C. Resignation within three (3) years of obtaining a Grade 3A - 50% reimbursement
- D. Resignation within one (1) year of obtaining a Grade 4A - 100% reimbursement

- E. Resignation within two (2) years of obtaining a Grade 4A - 75% reimbursement
  - F. Resignation within three (3) years of obtaining a Grade 4A - 50% reimbursement
- 29.12 MVCC Senior Public Safety Officer expense for Phase I Peace Officer Training  
 Prior to enrolling in the training listed below, the employee and MVCC shall sign an agreement relative to the reimbursements listed below which shall specify the exact cost of the training. MVCC shall pay for the relevant training. Once MVCC has paid for said training, in the event the employee resigns, the employee shall reimburse MVCC for the cost of the same, including but not limited to tuition, fees, housing, mileage, etc., as follows:
- A. Resignation within one (1) year - 100% reimbursement
  - B. Resignation within two (2) years - 75% reimbursement
  - C. Resignation within three (3) years - 50% reimbursement
- 29.13 The County and UPSEU are in mutual agreement that employees that participate as Volunteer Firefighters and Emergency Medical Technicians should be given leave with pay for time spent during their normal work shift responding to a fire-emergency and unable to report to work.

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

**ARTICLE 30  
 GENERAL CONSIDERATIONS**

- 30.1 No Article or Section in this Agreement shall be in violation of Civil Service Law, the rules and regulations of the New York State Department of Civil Service, or the Judicial Conference of the State of New York, or any other law, local, state, or federal.
- 30.2 The County has no intent to eliminate coffee breaks and other similar benefits between the Department Head and the employee, but the County, through its Department Heads, will schedule a time in the morning and afternoon for coffee breaks.
- 30.3 In the event that any term or provision of this Agreement shall be determined or declared by any court of competent jurisdiction to be null, void, or unenforceable, or not in accordance with applicable statutes, such action shall not affect any of the rest of this Agreement which shall thereafter continue in full force and effect.

If such determination or declaration is made, the parties shall meet immediately upon request of either party for the purpose of negotiating a satisfactory replacement for such term or provision hereof as may have been declared null, void, or unenforceable.

### **ARTICLE 31 LEGISLATIVE APPROVAL**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

### **ARTICLE 32 CONTINUATION**

- 32.1 This Agreement shall become effective upon ratification and signing by the appropriate parties, and shall terminate at the close of business on December 31, 2028.
- 32.2 The County and UPSEU recognize the desirability of commencing negotiations by January 1, 2028, should either party desire to modify this Agreement, so that the negotiated Agreement's terms and conditions can hopefully be available for the 2029 County budgetary process. If neither party expresses a desire to modify this Agreement by written notice delivered to the other party not later than September 1, 2028, this Agreement shall be automatically continued for the 2029 budgetary year at the same terms and conditions of the 2028 budgetary year.
- 32.3 The written notice provision of this Article shall be deemed complied with upon service of said notice upon the County Executive and/or upon the President of UPSEU.
- 32.4 This Agreement may be amended only by mutual written agreement of the parties. Such amendments shall be dated and signed by the parties and shall constitute a part of this Agreement.

This Agreement represents terms and conditions of employment as agreed upon during negotiations between the County of Oneida and the United Public Service Employees Union.


SIGNATURES

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT:

THIS 21<sup>st</sup> DAY OF May, 2024.

COUNTY OF ONEIDA

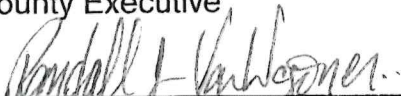
UNITED PUBLIC SERVICE  
EMPLOYEES UNION




Anthony J. Picente, Jr.  
County Executive



Kevin E. Boyle, Jr.  
President

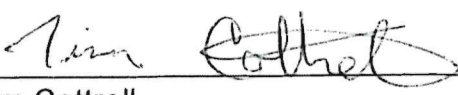


Randall J. VanWagoner  
President, MVCC




Gary M. Hickey  
Executive Vice President/Regional  
Director

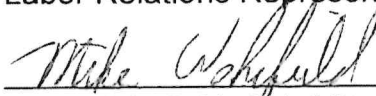
5/21/24  
Date



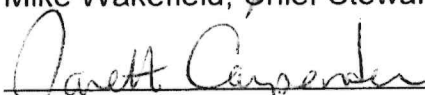
Tim Cottrell  
Labor Relations Representative



John Pollack  
Labor Relations Representative




Mike Wakefield, Chief Steward



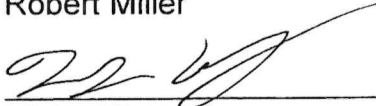
Jarett Carpenter



Steven Jeffers



Robert Miller



Frederick Wehrenberg

4/24/2024  
Date

**APPENDIX A  
WHITE COLLAR UNIT - INCLUDED TITLES**

<b>Title</b>	<b>Grade</b>
Airport Heavy Equipment Operator	17
Airport Maintenance Supervisor	21
Airport Maintenance Worker	18
Assistant Chief Wastewater Treatment Plant Operator	37
Assistant Civil Engineer	32
Assistant Engineer	38
Assistant Mechanical Engineer	32
Assistant Superintendent of Buildings and Grounds	25
Automotive Mechanic	17
Automotive Mechanic Supervisor	20
Building Maintenance Helper	11
Building Maintenance Mechanic	19
Building Maintenance Supervisor	22
Building Maintenance Worker	13
Bus Dispatcher	16
Bus Driver	16
Bus Driver/Dispatcher	12
Carpenter I	19
Carpenter II	20
Chief Wastewater Solids Disposal Operator	35
District Supervisor	25
Electrical Technician	21
Electrician	18
Engineer (Wastewater)	32
Engineering Technician (Wastewater)	27
Equipment Technician Expediter	24
Field Technician	19
Forester	23
Heavy Equipment Mechanic	19
Heavy Equipment Mechanic Supervisor	25
Heavy Motor Equipment Operator	17
Highway Maintenance Helper	12
Highway Maintenance Worker	13
HVAC Building Superintendent	25
Industrial Waste Chemist	29
Junior Wastewater Treatment Plant Operator	22
Junior Wastewater Treatment Plant Operator Trainee	20
Labor Supervisor	20
Laboratory Technician (Wastewater Treatment)	24
Laborer	11
Light Motor Equipment Operator	14
Mail Courier	12
Maintenance Mechanic Welder (Waste Water Treatment)	24
Maintenance Mechanic-Machinist	24
Mechanical Engineer	38

Painter	14
Public Safety Dispatcher	16
Public Safety Officer	16
Senior Building Maintenance Helper	12
Senior Building Maintenance Mechanic	21
Senior Custodian	15
Senior Engineer (Wastewater)	38
Senior Engineering Technician (Wastewater)	33
Senior Laboratory Technician (Wastewater Treatment)	26
Senior Public Safety Officer	28
Senior Wastewater Treatment Plant Operator	30
Sewer Maintenance and Equipment Operator	21
Sewer Maintenance and Equipment Supervisor	23
Sewer Maintenance and Equipment Worker	19
Sewer Maintenance Supervisor	19
Storekeeper	14
Superintendent of Airport Maintenance	31
Supervising Public Safety Officer	31
Supervisor, Facilities Services	21
Wastewater Treatment Plant Attendant	13
Wastewater Treatment Plant Electrician	24
Wastewater Treatment Plant Maintenance Foreman	26
Wastewater Treatment Plant Maintenance Helper	19
Wastewater Treatment Plant Maintenance	37
Superintendent	
Wastewater Treatment Plant Maintenance Supervisor	34
Wastewater Treatment Plant Maintenance Worker	21
Wastewater Treatment Plant Operator	28
Wastewater Treatment Plant Operator Trainee	25
Water Resources Chemist	34
Working Supervisor	14

**SALARY SCHEDULES**

**2024 UPSEU BLUE COLLAR - "B" SCALE**

<b>GRADE NEW</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
8B	30898	31839	34122	35411	38141	39534	40978
9B	31636	32601	34944	36265	39066	40495	41976
10B	32486	33479	35888	37246	40126	41594	43117
11B	33379	34400	36880	38278	41243	42755	44323
12B	34369	35422	37981	39423	42481	44042	45659
13B	35367	36452	39089	40576	43728	45335	47001
14B	36492	37615	40342	41877	45138	46801	48525
15B	37624	38785	41601	43188	46553	48270	50049
16B	38841	40041	42952	44592	48073	49849	51689
17B	40166	41409	44425	46124	49729	51567	53473
18B	41484	42770	45890	47647	51378	53279	55252
19B	42887	44216	47447	49268	53130	55099	57142
20B	44395	45774	49122	51010	55015	57057	59174
21B	45902	47330	50797	52752	56898	59013	61207
22B	47595	49081	52681	54711	59016	61212	63489
23B	49286	50825	54560	56665	61129	63405	65765
24B	51068	52666	56542	58726	63358	65720	68171
25B	52953	54612	58635	60905	65716	68170	70715
26B	55017	56744	60930	63290	68296	70848	73495
27B	57068	58861	63209	65658	70859	73511	76260
28B	58726	60571	65051	67577	72931	75661	78494
29B	60639	62547	67178	69787	75324	78146	81073
30B	62558	64529	69310	72005	77722	80635	83660
31B	64560	66596	71535	74317	80225	83235	86360
32B	66698	68803	73911	76791	82898	86011	89242
33B	68908	71085	76368	79345	85661	88879	92218
34B	71197	73446	78910	81988	88521	91851	95307
35B	73622	75952	81605	84792	91553	95001	98579
36B	76179	78593	84450	87749	94752	98322	102028
37B	78780	81278	87338	90754	98003	101698	105532
38B	81653	84244	90534	94076	101595	105426	109402
39B	84526	87210	93725	97396	105184	109154	113275
40B	87626	90410	97171	100979	109061	113183	117460
41B	90869	93759	100772	104727	113116	117393	121832
42B	94331	97334	104622	108729	117443	121887	126498
43B	97864	100981	108548	112813	121860	126471	131256
44B	101625	104863	112727	117158	126560	131354	136330
45B	105525	108892	117062	121667	131438	136418	141588
46B	109655	113155	121653	126442	136600	141779	147154
47B	114001	117643	126484	131465	142034	147421	153013
48B	118569	122360	131561	136747	147745	153353	159172
49B	123358	127304	136881	142280	153732	159572	165633
50B	128369	132479	142452	148071	159997	166076	172386

**EXPIRES 12/31/2028**

2025 UPSEU BLUE COLLAR - "B" SCALE - 3%

GRADE NEW	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8B	31825	32794	35146	36473	39285	40720	42207
9B	32585	33579	35992	37353	40238	41710	43235
10B	33461	34483	36965	38363	41330	42842	44411
11B	34380	35432	37986	39426	42480	44038	45653
12B	35400	36485	39120	40606	43755	45363	47029
13B	36428	37546	40262	41793	45040	46695	48411
14B	37587	38743	41552	43133	46492	48205	49981
15B	38753	39949	42849	44484	47950	49718	51550
16B	40006	41242	44241	45930	49515	51344	53240
17B	41371	42651	45758	47508	51221	53114	55077
18B	42729	44053	47267	49076	52919	54877	56910
19B	44174	45542	48870	50746	54724	56752	58856
20B	45727	47147	50596	52540	56665	58769	60949
21B	47279	48750	52321	54335	58605	60783	63043
22B	49023	50553	54261	56352	60786	63048	65394
23B	50765	52350	56197	58365	62963	65307	67738
24B	52600	54246	58238	60488	65259	67692	70216
25B	54542	56250	60394	62732	67687	70215	72836
26B	56668	58446	62758	65189	70345	72973	75700
27B	58780	60627	65105	67628	72985	75716	78548
28B	60488	62388	67003	69604	75119	77931	80849
29B	62458	64423	69193	71881	77584	80490	83505
30B	64435	66465	71389	74165	80054	83054	86170
31B	66497	68594	73681	76547	82632	85732	88951
32B	68699	70867	76128	79095	85385	88591	91919
33B	70975	73218	78659	81725	88231	91545	94985
34B	73333	75649	81277	84448	91177	94607	98166
35B	75831	78231	84053	87336	94300	97851	101536
36B	78464	80951	86984	90381	97595	101272	105089
37B	81143	83716	89958	93477	100943	104749	108698
38B	84103	86771	93250	96898	104643	108589	112684
39B	87062	89826	96537	100318	108340	112429	116673
40B	90255	93122	100086	104008	112333	116578	120984
41B	93595	96572	103795	107869	116509	120915	125487
42B	97161	100254	107761	111991	120966	125544	130293
43B	100800	104010	111804	116197	125516	130265	135194
44B	104674	108009	116109	120673	130357	135295	140420
45B	108691	112159	120574	125317	135381	140511	145836
46B	112945	116550	125303	130235	140698	146032	151569
47B	117421	121172	130279	135409	146295	151844	157603
48B	122126	126031	135508	140849	152177	157954	163947
49B	127059	131123	140987	146548	158344	164359	170602
50B	132220	136453	146726	152513	164797	171058	177558

EXPIRES 12/31/2028

2026 UPSEU BLUE COLLAR - "B" SCALE - 3%

GRADE NEW	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8B	32780	33778	36200	37568	40464	41942	43474
9B	33563	34586	37072	38474	41445	42961	44532
10B	34464	35518	38074	39514	42570	44127	45743
11B	35412	36495	39126	40609	43755	45359	47022
12B	36462	37579	40294	41824	45068	46724	48440
13B	37521	38672	41470	43047	46391	48096	49863
14B	38714	39906	42799	44427	47887	49651	51480
15B	39915	41147	44135	45818	49388	51210	53097
16B	41206	42479	45568	47308	51001	52885	54837
17B	42612	43931	47130	48933	52757	54707	56730
18B	44010	45375	48685	50549	54507	56524	58617
19B	45499	46909	50337	52268	56366	58455	60622
20B	47099	48562	52114	54117	58365	60532	62778
21B	48697	50212	53891	55965	60363	62607	64935
22B	50494	52070	55889	58043	62610	64940	67355
23B	52288	53920	57883	60116	64852	67266	69770
24B	54178	55873	59985	62302	67217	69722	72323
25B	56178	57938	62206	64614	69718	72322	75022
26B	58368	60200	64641	67144	72455	75163	77971
27B	60543	62446	67058	69657	75174	77988	80904
28B	62302	64260	69013	71692	77372	80269	83274
29B	64332	66356	71269	74037	79911	82905	86010
30B	66368	68459	73531	76390	82455	85546	88755
31B	68492	70652	75891	78843	85111	88304	91619
32B	70760	72993	78412	81468	87946	91249	94677
33B	73104	75414	81019	84177	90878	94292	97834
34B	75533	77919	83716	86981	93912	97445	101111
35B	78106	80577	86575	89956	97129	100787	104582
36B	80818	83379	89593	93093	100522	104310	108242
37B	83578	86228	92657	96281	103971	107891	111959
38B	86626	89374	96048	99805	107782	111846	116065
39B	89674	92521	99433	103327	111590	115801	120173
40B	92962	95916	103089	107129	115703	120076	124613
41B	96403	99469	106909	111105	120005	124542	129252
42B	100076	103262	110993	115351	124595	129310	134202
43B	103824	107131	115159	119683	129281	134173	139249
44B	107814	111249	119592	124293	134268	139353	144632
45B	111951	115524	124191	129077	139443	144726	150211
46B	116333	120046	129062	134142	144919	150413	156116
47B	120944	124807	134187	139471	150684	156399	162331
48B	125790	129812	139573	145075	156743	162692	168866
49B	130871	135057	145217	150945	163094	169290	175720
50B	136187	140547	151127	157089	169741	176190	182884

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2027 UPSEU BLUE COLLAR - "B" SCALE - 3%

GRADE NEW	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8B	33763	34791	37286	38695	41678	43200	44778
9B	34570	35624	38184	39628	42688	44250	45868
10B	35498	36583	39216	40700	43847	45451	47115
11B	36474	37590	40300	41827	45067	46720	48433
12B	37556	38707	41503	43079	46420	48126	49893
13B	38646	39832	42714	44338	47783	49539	51359
14B	39876	41103	44083	45760	49324	51141	53025
15B	41113	42381	45459	47193	50870	52746	54690
16B	42443	43754	46935	48727	52531	54471	56482
17B	43890	45249	48544	50401	54340	56349	58431
18B	45331	46736	50145	52065	56142	58219	60375
19B	46864	48316	51847	53836	58057	60208	62441
20B	48512	50018	53677	55740	60116	62348	64661
21B	50158	51719	55507	57644	62174	64485	66883
22B	52008	53632	57566	59784	64488	66888	69376
23B	53856	55538	59619	61919	66797	69284	71863
24B	55803	57550	61785	64171	69233	71814	74492
25B	57863	59676	64072	66553	71810	74491	77272
26B	60119	62006	66580	69159	74629	77418	80310
27B	62360	64319	69070	71746	77430	80327	83331
28B	64171	66188	71083	73843	79694	82677	85773
29B	66262	68347	73407	76258	82309	85392	88591
30B	68359	70513	75737	78682	84929	88112	91418
31B	70546	72771	78168	81208	87664	90953	94368
32B	72883	75183	80765	83912	90585	93987	97517
33B	75298	77676	83449	86702	93604	97120	100769
34B	77799	80256	86227	89591	96729	100368	104145
35B	80449	82995	89172	92655	100042	103810	107720
36B	83243	85881	92281	95886	103538	107439	111489
37B	86085	88815	95437	99169	107091	111128	115318
38B	89224	92056	98929	102799	111016	115202	119547
39B	92364	95297	102416	106427	114937	119276	123779
40B	95751	98793	106181	110342	119174	123678	128352
41B	99295	102453	110116	114438	123605	128279	133129
42B	103078	106359	114323	118811	128333	133189	138228
43B	106939	110345	118613	123274	133160	138198	143427
44B	111048	114587	123180	128022	138296	143534	148971
45B	115310	118989	127917	132949	143626	149068	154717
46B	119823	123648	132934	138167	149267	154926	160799
47B	124572	128552	138212	143655	155204	161091	167201
48B	129564	133706	143760	149427	161445	167573	173932
49B	134797	139109	149574	155473	167987	174369	180992
50B	140272	144763	155661	161801	174833	181476	188371

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2028 UPSEU BLUE COLLAR - "B" SCALE - 3%

GRADE NEW	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8B	34776	35835	38405	39855	42928	44496	46121
9B	35607	36693	39330	40817	43969	45577	47244
10B	36563	37681	40392	41921	45162	46814	48529
11B	37568	38718	41509	43082	46419	48121	49886
12B	38683	39868	42748	44371	47813	49570	51390
13B	39806	41027	43995	45669	49216	51025	52900
14B	41072	42336	45405	47133	50803	52675	54615
15B	42346	43653	46822	48608	52396	54328	56331
16B	43716	45066	48343	50189	54107	56105	58176
17B	45207	46606	50001	51913	55970	58039	60184
18B	46691	48138	51650	53627	57826	59966	62187
19B	48270	49765	53402	55452	59798	62014	64314
20B	49967	51519	55287	57412	61920	64218	66601
21B	51663	53270	57172	59373	64039	66420	68889
22B	53569	55241	59293	61578	66423	68895	71457
23B	55472	57204	61408	63777	68801	71363	74019
24B	57477	59276	63639	66097	71310	73968	76727
25B	59599	61466	65994	68549	73964	76726	79590
26B	61922	63866	68577	71233	76868	79740	82719
27B	64231	66249	71142	73899	79752	82737	85831
28B	66097	68173	73215	76059	82084	85157	88346
29B	68250	70397	75609	78546	84778	87954	91248
30B	70410	72628	78009	81042	87477	90755	94160
31B	72663	74954	80513	83644	90294	93682	97199
32B	75069	77438	83187	86429	93302	96806	100443
33B	77557	80007	85953	89303	96412	100034	103792
34B	80133	82664	88814	92278	99631	103379	107269
35B	82862	85485	91847	95434	103044	106924	110952
36B	85740	88457	95049	98762	106644	110662	114833
37B	88668	91479	98300	102144	110303	114462	118777
38B	91901	94817	101897	105883	114346	118658	123133
39B	95135	98156	105488	109620	118386	122854	127492
40B	98624	101757	109367	113653	122749	127388	132202
41B	102274	105527	113420	117871	127313	132127	137123
42B	106170	109550	117753	122375	132183	137185	142375
43B	110147	113655	122172	126972	137155	142344	147730
44B	114380	118024	126875	131862	142444	147840	153441
45B	118769	122559	131754	136937	147935	153540	159359
46B	123418	127357	136922	142312	153745	159574	165623
47B	128309	132408	142359	147965	159861	165924	172217
48B	133450	137717	148073	153910	166288	172600	179149
49B	138841	143282	154061	160137	173027	179600	186421
50B	144480	149106	160331	166655	180078	186920	194022

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