

COLLECTIVE BARGAINING AGREEMENT

By and Between

ONEIDA COUNTY/MVCC

and



**UNITED PUBLIC SERVICE EMPLOYEES UNION
(White 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 and the Mohawk Valley Community College. 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 - White 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 biweekly 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 prorated 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 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 eighty-four (84) hours days 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 sixty-one (161) hours per year time off with pay at the regular straight-time hourly rate to employees who are Union Stewards or UPSEEU 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 seven (7) 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 seven (7)

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 nighttime 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 31st 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 the 2024 salary schedule attached hereto. Employees who have been placed on Step 4 or 5 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 6 of the 2023 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 7 or Step 8 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 9 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 10 or Step 11 of the 2023 salary schedule on January 1, 2024 shall be placed on Step 5 of the 2024 salary schedule. Employees who would have been placed on Step 12 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 13 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 (voluntarily or involuntarily) 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 in 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 will 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 1st 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 (3rd) 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 W.P.C. Differential Pay

All employees in W.P.C. Sanitation Sewers and Sewage Treatment shall receive an additional fifty cents (\$0.50) an hour compensation.

9.10 Longevity

Each employee covered by this Agreement shall receive one thousand dollars (\$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 years of service, each employee covered by this Agreement shall receive an additional two hundred dollars (\$200) per year. Longevity payments shall be capped at five thousand dollars (\$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.

9.11 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.

9.12 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. Call out pay shall not be paid to any employee who is designated to be who is "on-call" or on "emergency duty on a particular day.

9.13 Out of Title Compensation

If, during a temporary emergency situation, the County assigns an employee to perform the duties of a title allocated to a higher salary grade than the employee's regular title, the employee shall be paid in accordance with Section 9.2. The employee will only qualify for the higher rate of pay if the assignment was made in writing by the relevant Department Head or his or her designee with the written approval of the Commissioner of Personnel or, where applicable, the Director of Human Resources at MVCC, and if the assignment is in effect for a period of time exceeding ten (10) consecutive working days, retroactive to the first day.

9.14 Each employee who is "off the schedule" in 2024, 2025, 2026, 2027, and 2028 shall receive an off-step differential of \$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 the base pay for purposes of determining 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 Thirty-Five Hour Employees

With the exception of MVCC employees, the normal hours of work for thirty-five (35) hour employees will be thirty-five (35) hours a week, seven (7) hours a day from 8:30 a.m. to 4:30 p.m. with one (1) hour for lunch. The Oneida County office buildings will be open to the public from 8:30 a.m. to 4:30 p.m., although certain offices must, as a matter of law, be open until 5:00 p.m. However, during the period between Memorial Day and Labor Day, those employees who work in the Oneida County office building will be permitted to work a summer hours schedule by shortening the one (1) hour meal period to a one-half (½) hour unpaid meal period. During summer hours, the afternoon fifteen-minute break shall be separate from the meal period. However, the County shall have the right, after consultation with the Union, to schedule the fifteen-minute break period contiguous to the meal period. At MVCC, the normal work hours for thirty-five (35) hour employees shall be seven (7) consecutive hours per day, five (5) consecutive days per week, not including any designated meal period.

10.4 During the summer hour period, (Memorial Day through Labor Day), the prevalent hours of employee attendance will be from 8:30 am to 4:00 pm, including the one-half hour unpaid meal period. However, to ensure that essential services to the citizenry of the County will be delivered until at least 4:30 pm (or 5:00 pm where required by law), minimum staffing levels, as determined by the County, will be maintained beyond 4:00 pm by asking qualified employees to volunteer to work a 9:00 am to 4:30 pm or 8:30 am to 4:00 pm shift, including a one-half (½) unpaid meal period. If there are more volunteers than necessary, seniority and qualifications shall govern the assignment of personnel. In the absence of a sufficient number of qualified volunteer to work the 9:00 am to 4:30 pm or 8:30 am to 4:00 pm shift, the County will have the right to make such assignments based on the inverse order of seniority. As an alternative, the County will also offer qualified employees the option of working from 8:30 am to 4:30 pm, with a one-hour unpaid meal period.

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.
- 11.5 Employees who provide emergency coverage or are designated to be on-call to cover necessary after-hours and weekend duties, will receive two (2) hours pay or two (2) hours compensatory time (the choice being the employee's) for each weekday on emergency duty, plus time worked, and three (3) hours pay or three (3) hours compensatory time (the choice being the employee's) for each weekend day on emergency duty, plus time actually worked. Each Department/Division that requires emergency duty or on-call coverage shall have a procedure for voluntary assignment and mandatory assignment in the absence of volunteers that is seniority based, and ensures that all employees in the

affected titles share equally in these duties. Each Department shall ensure that all employees in affected titles are properly trained to perform these duties.

- 11.6 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 non-contributory 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) 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	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
June 19 th (Juneteenth)	Christmas Day
Independence 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, legally-registered domestic partner, 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. Step-parent(s), step-grandparent(s), step-sibling(s) and step-children who are legal step relatives at the time of death shall be included in the above definitions Immediate Family.

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.
 - 1. Except when an employee is reinstated to his/her former position within one (1) year, in which case the employee shall not forfeit accrued seniority.

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 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 to each recognized Union Steward. 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 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 Articles 25 and 27 of the Agreement.

ARTICLE 19 EMPLOYEE ADDRESS AND TELEPHONE NUMBER

- 19.1 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.
- 19.2 Employee telephone numbers that are unlisted shall be held in confidence by the County to the greatest extent possible, except that they shall be given to UPSEU and held in confidence by UPSEU as well and used for no other purpose than contact by the County.

ARTICLE 20
HEALTH INSURANCE COVERAGE

20.1 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).

20.2 **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.

20.3 **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.

20.4 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.

20.5 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
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.

- 20.6 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.
- 20.7 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.
- 20.8 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 21 GRADUATE CREDIT HOURS PAY

- 21.1 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.

- 21.2 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 22 LUNCH ALLOWANCE

Employees of Social Services and Probation will be eligible for lunch allowance up to the four-dollar (\$4.00) limit when their work assignment requires absence from the permanent work station during the hours of 10:30 a.m. through 1:30 p.m., and the assignment being covered is outside the city limits.

Unit supervisors and Department Heads are responsible for validating the assignment and claims.

Employees attending authorized meetings or seminars requiring meal reimbursement will be eligible for reasonable, actual and necessary expenses.

ARTICLE 23 TUITION ASSISTANCE

- 23.1 County employees who wish to take job-related courses at any college in the State University of New York ("SUNY") system, Utica College of, or Syracuse University, may do so under the following conditions:

- A. The County agrees to pay up to a maximum of 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 24
GRIEVANCE AND ARBITRATION PROCEDURE

24.1 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.

- 24.2 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.

24.3 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.

24.4 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.

24.5 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.

24.6 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 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.

24.7 Stage 3

- A. In the event that the grievance is not resolved within Stage 2, the aggrieved employee(s) may submit within ten (10) 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.

24.8 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 25 PERSONNEL FILES

- 25.1 The County shall maintain a central personnel file for each employee. Supervisors may also keep working files.
- 25.2 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 non-working 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 26 DISCIPLINE AND DISCHARGE PROCEDURE

- 26.1 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.
- 26.2 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.
- 26.3 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 24 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 herein above specified may be extended.
- 26.4 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.
- 26.5 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.

- 26.6 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.
- 26.7 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 27 REVIEW OF REALLOCATION

- 27.1 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 28 MISCELLANEOUS

28.1 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 closing 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.

28.2 Copies of Agreement

The County agrees to supply and deliver to the officers of UPSEU, thirteen hundred (1300) copies of the Agreement for distribution by UPSEU sixty (60) days after ratification by both parties.

28.3 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.

28.4 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 28.4 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.

28.5 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.

28.6 The County of Oneida and UPSEU hereby agree and understand that upon request of either UPSEU or the Mohawk Valley Community College (MVCC), the President of MVCC and/or the Director of Human Resources will meet with UPSEU representatives to discuss the initial implementation of this Agreement. It is expressly understood, however, that neither the President of MVCC nor the Director of Human Resources nor UPSEU shall have authority to add to, subtract from, or substantially modify any of the provisions of this Agreement.

28.7 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.

28.8 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.

28.9 Bullet Proof Vests and Jackets to be worn by Probation Officers on duty:

A. Each and every Probation Officer shall wear the bulletproof vest assigned to him/her at all times while on duty outside of the office.

B. This subsection shall apply only to those Probation Officers who have completed all the necessary steps to become armed, and carry a firearm while on duty with the Oneida County Probation Department. The intent of this subsection is to protect the officer from the elements of weather and to identify the officer as a Probation Officer with Oneida County while on duty. The County shall purchase one (1) jacket that has reflective material on the outside to illuminate the officer in darkness to all to be seen by motorists and other individuals for each officer that this subsection applies to. The discretion of whether and when to wear the jacket will be at the sole discretion of the officer, and nothing herein shall be deemed to obligate the officer to

wear the jacket at any time. At all times when the officer chooses to wear the jacket, the officer shall also wear the bulletproof vest assigned to him/her in accordance with subsection (A) hereinabove, and the same shall be worn underneath the jacket. The jacket shall not be worn at any time that the officer is off duty.

The parties acknowledge that the jackets are designed to last three (3) years. After three (3) years of active wear, the Oneida County Probation Department will be responsible for replacing the jacket. In the event the jacket is lost, stolen or damaged prior to the three (3) years, the Oneida County Probation Director will determine if the jacket will be replaced during that year in his/her discretion, based on the budget and funding availability.

The parties agree that the jacket shall be the property of the Oneida County Probation Department and shall be returned to the Department in the event an employee leave County employment for any reason.

28.10 Drug Testing Policy

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 as follows. 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 as follows:

1. Employees shall undergo a blood alcohol test.
2. Employees shall undergo a urine chemical analysis to detect prohibited use of illegal drugs.
3. An employee will be deemed to have refused to submit to a drug or alcohol test if he/she fails to appear for any drug or alcohol test, fails to remain at the testing site after directed to do so, fails to provide an adequate sample, or fails in any way to cooperate in the testing process.
4. The urine sample shall first be tested using drug screening procedures. An initial positive result will not be considered conclusive; rather, it will be classified as "confirmation pending" until the final confirmation test results are obtained.

- a. A standard 4-panel drug screening test for illegal drug use shall be used to check for the use of amphetamines, cocaine, opiates, and phencyclidine. Personnel utilized for conducting the testing will be certified as qualified to collect urine samples or adequately trained in collection procedures. Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial drug screening test:

	<u>Initial Test Level (ng/ml)</u>
Cocaine Metabolite	50
Opiate Metabolite	300
Phencyclidine	25
Amphetamines	1000

- b. Concentration of a drug at or above the following levels shall be considered a positive test result then performing a confirmatory GC/MS test on a urine specimen that tested positive using a technologically different initial screening method:

	<u>Confirmatory Test Level (ng/ml)</u>
Cocaine Metabolite	150(2)
Opiates	
Morphine	2000
Codeine	2000
Phencyclidine	25
Amphetamines	5000

** (2) Benzoylcegonine

- c. An employee having negative drug test results shall receive a letter stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.
- i. All records pertaining to required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought.
- ii. Any employee who breaches the confidentiality of testing information shall be subject to discipline up to and including discharge.

- iii. Drug test results and records shall be stored and retained in compliance with state law, or for an indefinite period in a secured area where there is no applicable state law.
- d. Any bargaining unit employee who tests positive for the use of alcohol, or for the use of illegal drugs and fails to produce a valid medical prescription for the same with forty-eight (48) hours of notification of a positive result and/or fails to comply with the foregoing procedures and rules shall be required to: (1) undergo an evaluation by the County's substance abuse professional (SAP); (2) begin, comply with, and complete a treatment process as recommended by the County's SAP; (3) enter into a return-to-work agreement to include a follow-up testing protocol recommended by the County's SAP; and (4) be cleared to return to duty by the County's SAP.
- e. Nothing herein shall be construed to limit the County's ability to also pursue disciplinary action against an employee for a positive drug or alcohol screen result.

ARTICLE 29
GENERAL CONSIDERATIONS

- 29.1 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.
- 29.2 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.
- 29.3 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 30
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 31
CONTINUATION**

- 31.1 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.
- 31.2 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.
- 31.3 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.
- 31.4 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.

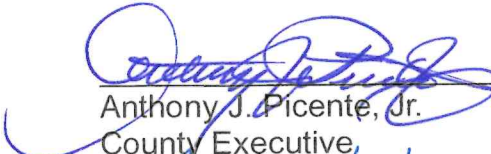
SIGNATURES

In Witness whereof, the parties hereto have signed this agreement:

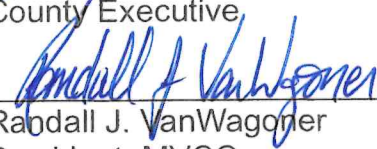
This 7 day of May, 2024.

COUNTY OF ONEIDA


**UNITED PUBLIC SERVICE
EMPLOYEES UNION**



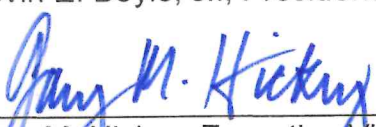
Anthony J. Picente, Jr.
County Executive

 11

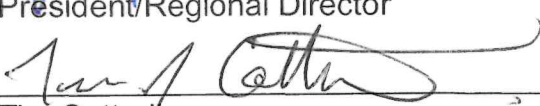
Randall J. VanWagoner
President, MVCC



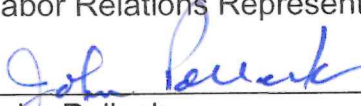
Kevin E. Boyle, Jr., President



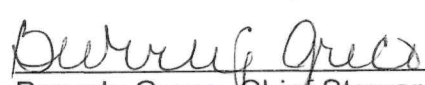
Gary M. Hickey, Executive Vice
President/Regional Director



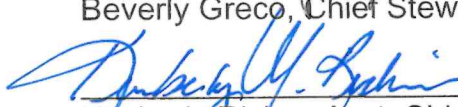
Tim Cottrell
Labor Relations Representative




John Pollack
Labor Relations Representative




Beverly Greco, Chief Steward




Kimberly Risher, Asst. Chief Steward



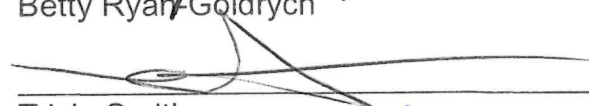
Trevor Ford



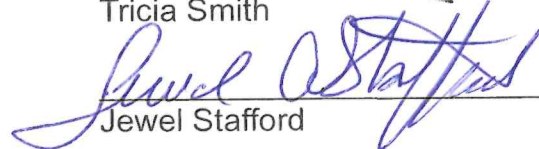
Marissa Montana-Guzman



Betty Ryan-Goldrych



Tricia Smith



Jewel Stafford

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

Title	Grade
Account Clerk	13
Accounting Supervisor	23
Administrative Assistant	21
Administrative Officer	28
Aging Services Aide	12
Aging Services Coordinator	27
Aging Services Supervisor	30
Assistant Director of Income Maintenance	36
Assistant Director of Services	39
Assistant Motor Vehicle Bureau Supervisor	20
Assistant Real Property System (RPS) Coordinator	21
Assistant Supervisor of Managed Care	33
Associate Graphic Artist	23
Associate Planner	32
Associate Workforce Development Coordinator	29
Auditor I	32
Auditor II	34
Auditor III	36
Buyer	18
Case Manager	25
Case Supervisor, Grade A	37
Case Supervisor, Grade B	34
Caseworker	30
Caseworker Assistant	26
Chief Social Welfare Examiner	33
Chief Tax Clerk	30
Child Support Unit Supervisor Assistant	33
Children & Family Specialist	28
Clerk	12
College Services Associate	22
Community Services Worker	14
Computer Programmer	26
Computer Technical Assistant	26
Confidential Investigator	23
Confidential Support Investigator	28
Contract Administrator I	36
Court Reporter	30
Crime Victim Advocate	24
Customer Relations Supervisor	25
Data Processing Clerk	18
Data Processor I	13
Data Processor II	15
Delinquent Tax Clerk	18

Director of Records Management	26
Disbursements Officer	23
Environmental Health and Safety Officer	26
Family Services Specialist	29
Finance Administrative Officer	27
Gang Intelligence Investigator	31
Geographic Information Systems Analyst	32
Geographic Information Systems Technician I	20
Geographic Information Systems Technician II	30
Graphic Design Artist	27
Head Social Welfare Examiner	30
Information Security Analyst	35
Instructional Computing Specialist	29
Intake Processing Specialist	18
Job Development & Placement Manager	35
Law Clerk	27
Licensed Practical Nurse	24
Mail & Supply Clerk	15
Mail Clerk	12
Managed Care Supervisor	35
Map Room Clerk	15
Materials Management Coordinator	21
Medical Services Coordinator	28
Medical Social Work Supervisor	27
Medical Worker	24
Motor Vehicle Bureau Supervisor	28
Motor Vehicle Representative	16
Network Systems Engineer	41
Nurse Coordinator	36
Nurse Practitioner	35
Office of Continuing Care Program Nurse	32
Office Specialist I	12
Office Specialist II	13
Outreach Worker	17
Outreach Worker - Spanish Speaking	17
Paralegal Assistant	27
Paralegal Assistant II	30
Phlebotomist-Outreach Worker	17
Planner	27
Planning Specialist	25
Pre-K Special Education Specialist	31
Principal Account Clerk	21
Principal Accounting Supervisor	38
Principal Clerk	21
Principal Office Specialist	17
Principal Planner	35
Principal Public Health Sanitarian	32
Principal Social Welfare Examiner	27
Printing Helper	15

Printing Supervisor	26
Probation Assistant	25
Probation Officer 1	28
Probation Officer 1 Trainee	26
Probation Supervisor 1	31
Program Analyst	28
Program Manager	30
Prosecution Information Technology Specialist	30
Public Education Coordinator	30
Public Health Sanitarian	26
Public Health Technician I	23
Public Health Technician II	25
Real Property Administrative Officer	32
Real Property Recorder I	28
Real Property Recorder II	33
Real Property System (RPS) Coordinator	23
Research Analyst	23
Research Assistant	19
Resource Investigator	17
Save Our Streets Program Director	28
Secretary to Director of Real Property Tax Services	13
Senior Account Clerk	16
Senior Accounting Supervisor	26
Senior Administrative Assistant	23
Senior Buyer	21
Senior Caseworker	32
Senior Clerk	14
Senior Computer Operator	22
Senior Confidential Investigator	32
Senior Drafter	23
Senior Family Services Specialist	30
Senior Geographic Information Systems Analyst	35
Senior Medical Worker	19
Senior Motor Vehicle Representative	18
Senior Office Specialist I	14
Senior Office Specialist II	15
Senior Planner	30
Senior Probation Officer	29
Senior Public Health Sanitarian	30
Senior Resource Investigator	19
Senior Social Services Investigator	27
Senior Social Welfare Examiner	24
Senior Support Investigator	25
Senior Tax Map Technician	23
Senior Workforce Development Coordinator	30
Senior Workforce Development Counselor	28
Social Services Investigator	23
Social Welfare Examiner	22
Social Welfare Examiner - Spanish Speaking	22

Staff Development Supervisor (Social Services)	29
Substance Abuse Evaluator	32
Supervising Payroll Clerk	28
Supervising Resource Investigator	30
Supervising Support Investigator	31
Support Investigator	23
Systems Analyst	28
Tax Abstract Clerk	21
Tax Clerk	17
Tax Map Technician	19
Telephone Operator II	14
Transportation Analyst	27
Transportation Coordinator	19
Veterans Service Officer	28
Victim/Witness Coordinator	24
Workforce Development Coordinator	25
Workforce Development Counselor	26
Workforce Development Special Project Coordinator	32
Youth Program Director	24

**APPENDIX B
SALARY SCHEDULES**

2024 UPSEU WHITE COLLAR - "W" SCALE -

GRADE NEW	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8W	25900	26741	28506	29504	31912	33188	34516
9W	26594	27458	29274	30297	32770	34080	35443
10W	27396	28286	30154	31208	33757	35107	36511
11W	28235	29154	31080	32166	34792	36186	37631
12W	29172	30117	32109	33232	35944	37381	38875
13W	30111	31089	33144	34304	37102	38587	40129
14W	31174	32186	34312	35514	38411	39948	41546
15W	32241	33288	35487	36730	39726	41316	42970
16W	33387	34473	36748	38036	41140	42785	44496
17W	34635	35763	38124	39460	42678	44385	46161
18W	35879	37044	39491	40873	44209	45979	47816
19W	37200	38408	40946	42378	45836	47672	49578
20W	38621	39875	42511	43999	47588	49492	51471
21W	40042	41342	44074	45617	49339	51313	53365
22W	41639	42991	45832	47434	51307	53360	55493
23W	43231	44636	47586	49251	53271	55401	57616
24W	44913	46372	49436	51166	55342	57555	59858
25W	46690	48208	51392	53192	57530	59832	62225
26W	48637	50218	53535	55407	59928	62326	64818
27W	50569	52211	55662	57609	62310	64802	67395
28W	52131	53825	57381	59389	64236	66805	69477
29W	53935	55688	59366	61444	66458	69116	71881
30W	55743	57555	61357	63504	68686	71435	74292
31W	57630	59503	63434	65654	71012	73852	76805
32W	59648	61584	65653	67951	73496	76435	79493
33W	61730	63736	67946	70324	76063	79106	82271
34W	63887	65962	70321	72781	78720	81869	85144
35W	66173	68322	72837	75385	81537	84799	88190
36W	68585	70814	75491	78133	84509	87891	91405
37W	71037	73343	78189	80925	87529	91031	94671
38W	73745	76141	81171	84012	90867	94502	98282
39W	76452	78939	84152	87096	94203	97971	101892
40W	79375	81955	87369	90424	97804	101716	105786
41W	82430	85110	90731	93909	101569	105632	109859
42W	85696	88479	94324	97626	105593	109815	114208
43W	89026	91919	97992	101421	109695	114085	118649
44W	92568	95578	101892	105457	114063	118625	123370
45W	96248	99376	105940	109649	118596	123339	128272
46W	100140	103395	110226	114084	123391	128329	133460
47W	104238	107626	114735	118749	128438	133577	138921
48W	108544	112072	119474	123656	133747	139097	144660
49W	113059	116732	124442	128798	139308	144881	150677
50W	117781	121609	129643	134180	145129	150935	156972

CONTRACT EXPIRES 12/31/2028

2025 UPSEU WHITE COLLAR - "W" SCALE - 3%

GRADE NEW	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8W	26677	27543	29361	30389	32869	34184	35551
9W	27392	28282	30152	31206	33753	35102	36506
10W	28218	29135	31059	32144	34770	36160	37606
11W	29082	30029	32012	33131	35836	37272	38760
12W	30047	31021	33072	34229	37022	38502	40041
13W	31014	32022	34138	35333	38215	39745	41333
14W	32109	33152	35341	36579	39563	41146	42792
15W	33208	34287	36552	37832	40918	42555	44259
16W	34389	35507	37850	39177	42374	44069	45831
17W	35674	36836	39268	40644	43958	45717	47546
18W	36955	38155	40676	42099	45535	47358	49250
19W	38316	39560	42174	43649	47211	49102	51065
20W	39780	41071	43786	45319	49016	50977	53015
21W	41243	42582	45396	46986	50819	52852	54966
22W	42888	44281	47207	48857	52846	54961	57158
23W	44528	45975	49014	50729	54869	57063	59344
24W	46260	47763	50919	52701	57002	59282	61654
25W	48091	49654	52934	54788	59256	61627	64092
26W	50096	51725	55141	57069	61726	64196	66763
27W	52086	53777	57332	59337	64179	66746	69417
28W	53695	55440	59102	61171	66163	68809	71561
29W	55553	57359	61147	63287	68452	71189	74037
30W	57415	59282	63198	65409	70747	73578	76521
31W	59359	61288	65337	67624	73142	76068	79109
32W	61437	63432	67623	69990	75701	78728	81878
33W	63582	65648	69984	72434	78345	81479	84739
34W	65804	67941	72431	74964	81082	84325	87698
35W	68158	70372	75022	77647	83983	87343	90836
36W	70643	72938	77756	80477	87044	90528	94147
37W	73168	75543	80535	83353	90155	93762	97511
38W	75957	78425	83606	86532	93593	97337	101230
39W	78746	81307	86677	89709	97029	100910	104949
40W	81756	84414	89990	93137	100738	104767	108960
41W	84903	87663	93453	96726	104616	108801	113155
42W	88267	91133	97154	100555	108761	113109	117634
43W	91697	94677	100932	104464	112986	117508	122208
44W	95345	98445	104949	108621	117485	122184	127071
45W	99135	102357	109118	112938	122154	127039	132120
46W	103144	106497	113533	117507	127093	132179	137464
47W	107365	110855	118177	122311	132291	137584	143089
48W	111800	115434	123058	127366	137759	143270	149000
49W	116451	120234	128175	132662	143487	149227	155197
50W	121314	125257	133532	138205	149483	155463	161681

CONTRACT EXPIRES 12/31/2028

2026 UPSEU WHITE COLLAR - "W" SCALE - 3%

GRADE NEW	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8W	27477	28370	30242	31301	33855	35209	36618
9W	28214	29130	31057	32142	34766	36155	37601
10W	29064	30009	31990	33109	35813	37245	38735
11W	29955	30929	32973	34125	36911	38390	39923
12W	30949	31951	34064	35256	38133	39658	41242
13W	31945	32982	35162	36393	39362	40937	42573
14W	33072	34146	36402	37677	40750	42381	44076
15W	34204	35315	37648	38967	42145	43832	45587
16W	35420	36572	38986	40352	43645	45391	47206
17W	36744	37941	40446	41863	45277	47088	48972
18W	38064	39300	41896	43362	46901	48779	50728
19W	39465	40747	43440	44959	48627	50575	52597
20W	40973	42303	45100	46679	50486	52506	54606
21W	42481	43860	46758	48395	52344	54438	56615
22W	44175	45609	48623	50323	54432	56610	58873
23W	45864	47354	50484	52250	56515	58775	61125
24W	47648	49196	52447	54282	58712	61060	63503
25W	49533	51144	54522	56431	61034	63476	66015
26W	51599	53276	56795	58781	63578	66122	68765
27W	53649	55391	59052	61117	66105	68748	71499
28W	55306	57103	60876	63006	68148	70873	73708
29W	57220	59079	62981	65186	70505	73325	76259
30W	59138	61060	65094	67371	72869	75785	78816
31W	61140	63127	67297	69652	75337	78350	81482
32W	63281	65334	69651	72089	77972	81090	84334
33W	65489	67618	72084	74607	80695	83924	87281
34W	67778	69979	74604	77213	83514	86855	90329
35W	70203	72483	77273	79976	86503	89963	93561
36W	72762	75127	80088	82891	89656	93244	96972
37W	75363	77810	82951	85853	92860	96575	100436
38W	78236	80778	86114	89128	96401	100257	104267
39W	81108	83746	89277	92400	99940	103937	108097
40W	84209	86946	92690	95931	103760	107911	112228
41W	87450	90293	96257	99628	107755	112065	116549
42W	90915	93867	100068	103571	112024	116503	121163
43W	94448	97517	103960	107598	116375	121033	125875
44W	98205	101399	108097	111879	121009	125849	130883
45W	102110	105428	112392	116327	125818	130850	136084
46W	106239	109692	116939	121032	130906	136144	141588
47W	110586	114180	121722	125981	136260	141712	147381
48W	115154	118897	126750	131187	141892	147568	153470
49W	119944	123841	132021	136642	147792	153704	159853
50W	124954	129015	137538	142352	153967	160127	166532

CONTRACT EXPIRES 12/31/2028

2027 UPSEU WHITE COLLAR - "W" SCALE - 3%

GRADE NEW	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8W	28302	29221	31149	32240	34871	36265	37717
9W	29060	30004	31988	33106	35809	37240	38730
10W	29936	30909	32950	34102	36887	38362	39897
11W	30853	31857	33962	35149	38018	39541	41120
12W	31877	32910	35086	36314	39277	40847	42480
13W	32903	33972	36217	37485	40542	42165	43850
14W	34065	35171	37494	38807	41973	43652	45398
15W	35231	36375	38778	40136	43410	45147	46954
16W	36483	37670	40156	41563	44955	46752	48622
17W	37847	39079	41659	43119	46635	48501	50441
18W	39206	40479	43153	44663	48308	50242	52250
19W	40649	41969	44743	46308	50086	52092	54175
20W	42202	43572	46453	48079	52001	54081	56244
21W	43755	45176	48161	49847	53914	56071	58313
22W	45500	46977	50082	51832	56065	58308	60639
23W	47240	48775	51999	53818	58211	60538	62959
24W	49078	50672	54020	55910	60474	62892	65408
25W	51019	52678	56157	58124	62865	65380	67995
26W	53147	54875	58499	60545	65485	68105	70828
27W	55258	57052	60823	62951	68088	70811	73644
28W	56965	58816	62702	64896	70192	73000	75919
29W	58936	60852	64871	67142	72620	75525	78546
30W	60912	62892	67046	69393	75055	78059	81181
31W	62974	65021	69316	71742	77597	80700	83927
32W	65179	67294	71741	74252	80311	83523	86864
33W	67454	69646	74246	76845	83116	86441	89900
34W	69811	72078	76842	79530	86019	89460	93039
35W	72309	74657	79591	82375	89098	92662	96368
36W	74945	77380	82491	85378	92345	96041	99881
37W	77624	80144	85439	88429	95645	99472	103450
38W	80583	83201	88698	91802	99293	103265	107395
39W	83541	86259	91955	95172	102938	107056	111340
40W	86735	89554	95470	98809	106873	111148	115595
41W	90073	93002	99144	102617	110987	115427	120046
42W	93642	96683	103070	106679	115384	119998	124798
43W	97281	100442	107079	110825	119867	124664	129651
44W	101152	104441	111340	115236	124640	129625	134810
45W	105173	108591	115763	119816	129593	134776	140166
46W	109426	112983	120447	124663	134833	140229	145835
47W	113904	117606	125374	129760	140348	145963	151803
48W	118609	122464	130552	135122	146149	151995	158074
49W	123543	127556	135981	140741	152226	158315	164649
50W	128702	132885	141664	146622	158586	164931	171528

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2028 UPSEU WHITE COLLAR - "W" SCALE - 3%

GRADE NEW	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8W	29151	30097	32084	33207	35917	37353	38848
9W	29932	30904	32948	34100	36883	38357	39891
10W	30834	31836	33939	35125	37994	39513	41093
11W	31779	32813	34981	36203	39159	40728	42354
12W	32833	33897	36139	37403	40455	42073	43754
13W	33890	34991	37304	38609	41759	43430	45166
14W	35087	36226	38618	39971	43232	44962	46760
15W	36288	37466	39941	41340	44712	46502	48363
16W	37577	38800	41360	42810	46303	48155	50081
17W	38982	40252	42909	44413	48034	49956	51955
18W	40382	41693	44447	46003	49758	51750	53817
19W	41869	43229	46085	47697	51589	53655	55800
20W	43468	44880	47847	49521	53561	55704	57931
21W	45068	46531	49606	51342	55531	57753	60063
22W	46865	48387	51584	53387	57746	60057	62458
23W	48657	50238	53558	55432	59957	62354	64847
24W	50550	52192	55641	57588	62288	64779	67371
25W	52550	54259	57842	59868	64751	67341	70035
26W	54741	56521	60254	62361	67449	70148	72953
27W	56916	58764	62648	64839	70130	72935	75854
28W	58674	60581	64583	66843	72298	75190	78197
29W	60704	62677	66817	69156	74799	77791	80903
30W	62739	64779	69058	71474	77307	80401	83616
31W	64863	66971	71396	73894	79925	83121	86445
32W	67134	69313	73893	76479	82720	86028	89470
33W	69478	71735	76474	79150	85610	89034	92597
34W	71905	74241	79147	81916	88600	92144	95830
35W	74478	76897	81979	84846	91771	95442	99259
36W	77193	79702	84966	87939	95116	98922	102877
37W	79953	82548	88002	91082	98515	102456	106553
38W	83001	85697	91359	94556	102272	106363	110617
39W	86047	88847	94714	98027	106026	110267	114680
40W	89337	92241	98335	101773	110079	114482	119063
41W	92776	95792	102119	105695	114317	118890	123647
42W	96452	99584	106162	109879	118846	123598	128542
43W	100200	103456	110291	114150	123463	128404	133540
44W	104186	107574	114680	118693	128379	133513	138854
45W	108328	111849	119236	123411	133481	138819	144371
46W	112708	116372	124060	128403	138878	144435	150210
47W	117321	121134	129135	133653	144558	150342	156357
48W	122167	126138	134469	139176	150533	156555	162816
49W	127249	131383	140061	144963	156792	163065	169588
50W	132564	136872	145914	151021	163344	169879	176673

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