



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Timothy Julian
Minority Leader

EXPEDITED COMMUNICATIONS FOR DISTRIBUTION FOR THE July 13, 2022 MEETING

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

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Griffiss International Airport

660 Hangar Road, Suite 223
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ANTHONY J. PICENTE, JR.
County Executive

EDWARD ARCURI
Commissioner of Aviation

FN 20 22-232

June 24, 2022

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

AIRPORT

Re: FAA AIP Grant Offer No. 3-36-0119-057-2022

WAYS & MEANS

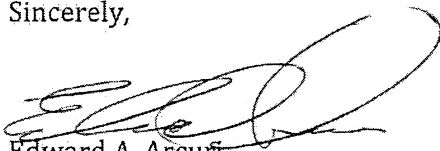
Dear County Executive Picente,

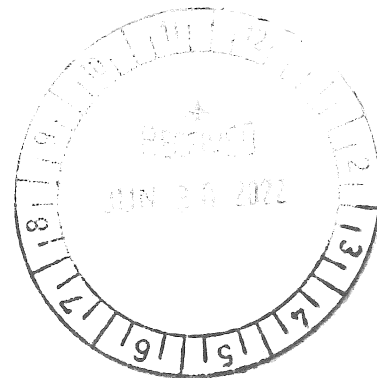
Please consider acceptance of a grant offer from the Federal Aviation Administration relative to the Airport Improvement Program (AIP). The total amount of this grant is \$321,000.00 and is allocated for the reconstruction of Taxiway A, reconstruction of the edge lighting for Taxiway A and the reconstruction of 16 airfield guidance signs. This grant offer was received from the Federal Aviation Administration on June 23, 2022 and must be executed by July 15, 2022, therefore, time is of the essence.

If you find the enclosed acceptable, I respectfully request that you forward to the same to the Board of Legislators for consideration at the July 13, 2022 meeting.

Thank you for your assistance in this matter.

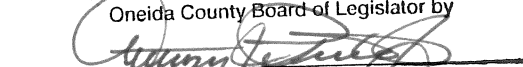
Sincerely,


Edward A. Arcuri
Commissioner of Aviation



EAA/rae

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


Anthony J. Picente, Jr.
County Executive

Date 6/30/22

Oneida Co. Department: Aviation

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u> x </u>

**ONEIDA COUNTY BOARD
OF LEGISLATORS - SUMMARY**

Name of Proposing Organization: Federal Aviation Administration
New York District Office
1 Aviation Plaza, Room 111
Jamaica, NY 11434

Title of Activity or Service: Airport Improvement Program (AIP) Project Grant

Proposed Dates of Operation: Upon execution

Client Population/Number to be Served: N/A

Summary Statements

- 1) **Narrative Description of Proposed Services:** Grant monies to support the reconstruction of Taxiway A, Taxiway A edge lighting and 16 airfield guidance signs.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$321,000.00 **Account #**

Oneida County Dept. Funding Recommendation: \$321,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$):

Federal: \$321,000.00 **State:** \$ 0 **County:** \$0

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: Grant documents received on June 23, 2022 and must be executed by July 15, 2022.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

June 20, 2022

FN 20 22-233

Gerald Fiorini
Chairman of the Board of Legislators
800 Park Ave.
Utica, New York 13501

PUBLIC SAFETY

WAYS & MEANS

Dear Chairman,

The Sheriff's office is requesting to have the contract with Axon Enterprise, Inc. approved. The approval of the contract will allow the Sheriff's Office to upgrade and improve its current tasers and body cameras currently used by deputies. The Sheriff does have some funding in his 2022 budget, but it will be insufficient to cover the cost of this new contract. Transfers will need to be made in-order to pay for this new contract.

Therefore, I respectfully request the following **2022** budget transfer be approved by your Board of Legislators.

TO:

A3115.295 – Sheriff – Civil – Other Equipment.....	\$ 4,682.00
A3115.436 – Sheriff – Civil – Uniforms & Clothing	293.00
A3115.491 – Sheriff – Civil – Other Materials & Supplies.....	655.00
A3120-436 – Sheriff –Law Enforcement – Uniforms & Clothing.....	2,926.00
A3120.492 – Sheriff –Law Enforcement – Computer Software \$ License.....	134,442.00
A3150.295 – Sheriff – Jail Inmates – Other Equipment.....	37,590.00
A3150.492 – Sheriff – Jail Inmates – Computer Software & License.....	230,709.00
A3150.491 – Sheriff – Jail Inmates – Other Materials & Supplies.....	<u>25,164.00</u>
TOTAL.....	<u>\$436,461.00</u>

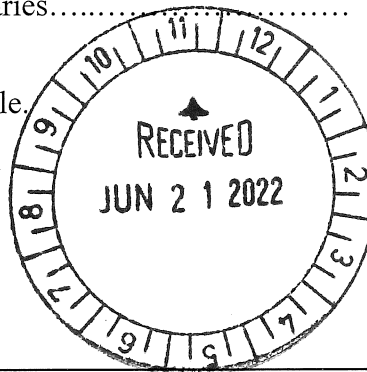
FROM:

A1992.9 – Budget Special Items – Contingent Salaries.....	\$436,461.00
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Please have the Board act on this as soon as possible.

Sincerely,

Anthony J. Picente, Jr.
County Executive



Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens



Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

June 29, 2022

FN 20 22-234

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

PUBLIC SAFETY

Dear County Executive Picente:

WAYS & MEANS

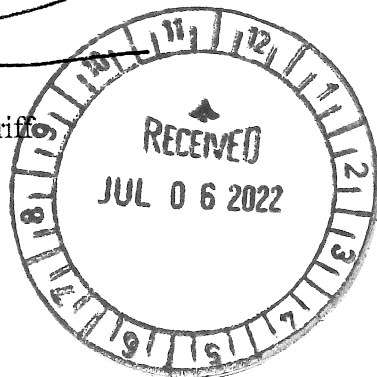
The Sheriff's Office is requesting approval of the attached contract with Axon Enterprise, Inc. for the purchase of Tasers and body cameras to be used by deputies, along with unlimited cloud services for the devices purchased. The Tasers and cameras will give the Sheriff's Office better evidence documentation and increase accountability in daily activities. The approximate cost for the equipment and related services is \$3,301,030.21 over a five year period. The contract would then renew for another five year period, with a price escalation clause for any new purchases.

If you find the enclosed contract acceptable, I am requesting that this be forwarded to the Board of Legislators at their next meeting for their review and approval.

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol
Oneida County Sheriff



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

Anthony J. Picente, Jr.
County Executive

Date 7-6-22

Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

Oneida Co. Department: Sheriff's Office

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: AXON Enterprise, Inc
17800 N. 85th Street
Scottsdale, Arizona 85255

Title of Activity or Service: Purchase and support of Body Cameras and Tasers

Proposed Dates of Operation: 7/1/22-6/30/27 (With a five year renewal term thereafter)

Client Population/Number to be Served: Oneida County Residents

Summary Statements

- 1) **Narrative Description of Proposed Services:** Purchase of Body Cameras and Tasers along with relevant equipment and software for the patrol units and correctional facility
- 2) **Program/Service Objectives and Outcomes:** Single-unit, on-officer camera features unlimited HD video, Tasers, cloud storage, with industry-leading security enhancements.
- 3) **Program Design and Staffing:** Body Cameras and Tasers to be worn Deputies

Total Funding Requested: \$3,301,030.21 **Account # TO BE COMPLETED**
(For the first five years)

Oneida County Dept. Funding Recommendation: \$3,301,030.21 (For the first five years)

Proposed Funding Sources (Federal \$/ State \$/County \$): County

Cost Per Client Served: N/A

Past Performance Data:

O.C. Department Staff Comments:



ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER
STOP DWI PROGRAM

ANTHONY J. PICENTE, JR.
County Executive

EDWARD T. STEVENS
Director

120 Base Road • Oriskany, New York 13424

Phone: 315-765-2526 • Fax: 315-765-2529

FN 20

22-235

July 8, 2022

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

The Department of Emergency Services seeks to enter into a contract with the Central New York Society for the Prevention of Cruelty to Animals (CNYSPCA). The CNYSPCA will investigate animal cruelty, conduct seizures of animals when necessary, and provide shelter to those animals found to be abused in Oneida County. The CNYSPCA will work closely with the District Attorney's Office, local humane societies in Oneida County, and with local police to enforce provisions of Article 26 of the Agriculture and Markets Law of the State of New York.

This contract will have a term of five (5) years, from January 1, 2022 to December 31, 2026, for a total cost of \$557,638.80, or \$111,527.76 per year. These payments will be split evenly over four quarterly payments per year of \$27,881.94 each payment.

The CNYSPCA has a long track record of providing excellent investigative services and care of abused animals, and I am positive they will do a fantastic job continuing as Oneida County's animal cruelty investigators.

I respectfully request that this agreement be forwarded to the Board of Legislators for their approval. Thank you for your personal attention to this matter. Should you have any further questions, please contact my office.

Respectfully submitted,

Edward T. Stevens
Director of Emergency Services

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

Anthony J. Picente, Jr.
County Executive

Date 7-8-22

Oneida Co. Department Emergency Services

Competing Proposal _____

Only Respondent _____

Sole Source X

RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Central New York Society for the Prevention of Cruelty to
Animals (SPCA)
5878 East Mollory Road
Dewitt, New York 13211

Title of Activity or Services: Animal cruelty investigations and related services

Proposed Dates of Operations: January 1, 2022 to December 31, 2026

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services: Promptly respond to of animal abuse, investigate violations and enforce provisions of Article 26 of the Agriculture and Markets Law of the State of New York.

2). Program/Service Objectives and Outcomes: Work in conjunction with local police, the Oneida County Sheriff's Office, the Oneida County District Attorney's Office and the local humane societies in Oneida County to provide assistance to animals that are in need of services.

3). Program Design and Staffing Level – Two SPCA officers from the CNY SPCA

Total Funding Requested: \$557,638.80

Oneida County Dept. Funding Recommendation: \$557,638.80

Proposed Funding Source (Federal \$ /State \$ / County \$): County **Acct#** 3020.195

Cost Per Client Served: N/A

Past performance Served: The County has contracted with the CNY SPCA since 2014 to provide the above listed services.

O.C. Department Staff Comments: The Sheriff's Office and District Attorney's Office rely heavily on their services to assist in investigations for animals that are in need of services. Both strongly support this agreement.



**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

July 8, 2022

FN 20 22 236

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

PUBLIC SAFETY

WAYS & MEANS

**Re: Collective Bargaining Agreement the County of Oneida/Sheriff and Local 1249,
Council 82 AFSCME**

Dear County Executive Picente:

I am pleased to report that the County of Oneida/Sheriff and Local 1249, Council 82 have reached a tentative agreement for a new six (6) year collective bargaining agreement covering the period January 1, 2022 through December 31, 2025. The agreement covers Correction Officers, Court Security Officers, Court Attendants and civilian clerical support. The union membership approved this agreement by a vote of 106-4.

The highlights are as follows:

* **Salary:** Retroactive to January 1, 2022, a new salary schedule will be implemented for both the J Scale (Correction Officers) and the C Scale (Civilian titles), and all employees will be placed in their new grade and step. I believe the resulting increases in salaries will help us significantly in both recruitment and retention efforts.

- This will increase the starting salary after the training period of a Correction Officer from \$43,6092 to \$48,922. It also changes the training rate from 85% of the starting salary, to 90% of the starting salary.

-This will increase the starting salary of a Court Security Officer from \$27,672 to \$37,659.

- This will increase the starting salary of a Court Attendant from \$25,630 to \$31,562.

	ON STEP INCREASE
1/1/2023	Step movement + 3%
1/1/2024	Step movement + 3%
1/1/2025	Step movement + 3%

	OFF STEP INCREASE
	4%
	4%
	4%

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

Anthony J. Picente, Jr.
County Executive

Date 7-8-22

* **Step Movement:** Post-expiration step movement shall be limited to no more than 2 years post expiration in the event that a successor collective bargaining agreement has not been reached.

* **Longevity:** Longevity has been changed in a manner to assist in retention efforts. Employees will receive \$1,000 in longevity pay upon completion of five (5) years of service, and thereafter, will receive an additional \$200 per year in longevity after completion of each subsequent year through twenty-five (25) years of service. Under this longevity plan, longevity payments will cap at \$5,000 per year after twenty-five (25) years of service.

* **Shift Differential:** Shift differential was increased by \$0.15 per hour for both the A and C lines.

* **Field Training Pay:** Effective upon ratification, employees will receive an additional \$2.00 per hour for any hours worked as a Field Training Officer.

* **Retirement:** The prior provision for payment of accrued and unused sick time beyond the 165 day cap that can be applied to retirement service under § 41-j of the laws pertaining to the New York State Retirement System was eliminated. In its place, a new program for accrued and unused sick days in excess of 165 will take effect that allows employees on full pay status who have been in the continuous employ of the County for at least fifteen (15) consecutive years prior to retirement and who retire directly from County service under a New York State Retirement plan on or after December 31, 2024, and who at the time of retirement were members of the County health insurance plan to apply the cash value of his/her accumulated unused sick leave to his/her medical insurance premium payments upon reaching retirement age. The cash value of accumulated sick leave will be equal to the number of hours credited to the employee on the date of retirement multiplied by the employee's job rate plus longevity (stipends and/or shift differential will not be used in the calculation). The employee may apply this credit toward monthly premiums at any rate up to the total amount of the employee's required contribution. The employee must notify the County of the rate they wish to apply this credit no less than two (2) weeks prior to the date of retirement, and may change this election annually by notifying the County in the month of November to take effect the following January. At the employee's request, application of the cash value may be deferred until such time as the employee shall notify the County during the aforementioned election period that he/she wishes to have the application made. The credit can only be used toward the cost of a County sponsored health care plan and shall cease upon the death of the employee.

* **Juneteenth:** Juneteenth was added as a paid holiday.

* **Seniority:** A new provision was added to address reassignment of pass days when an employee leaves or is promoted. The available pass days will be offered to the next most senior employee in job title, bid assignment, and rank who remain in title. A posting of available pass days will remain open for 14 days before the awarding. Letters of interest must be submitted by the employee requesting the change to the Sheriff or his designee. This is a one for one agreement, and pass days made available by the application of this provision will not be offered to other staff.

* **Bid Positions:** Warrants and CNY Psychiatric Center were removed as available bid positions. Quartermaster and K9 Officer were added as bid positions. Additionally, we reached an agreement

that changes and limits the way that assignments to the Civil Division (a bid position are handled among this bargaining unit and the PBA that the Sheriff Department has been seeking to accomplish for ease in operations.

There are some other small changes detailed in the tentative agreement, a copy of which is attached herewith.

I believe the contract is fair to the employees and taxpayers, provides the Sheriff with the tolls necessary to manage day to day operations, and positions us competitively to recruit and retain employees. As such, I recommend approval of this agreement and ask that you forward this to the Board of Legislators for action at their next meeting.

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

Respectfully submitted,



Amanda L. Cortese-Kolasz
Commissioner of Personnel

Enclosure

TENTATIVE AGREEMENT

BY AND BETWEEN

COUNTY OF ONEIDA AND THE ONEIDA COUNTY SHERIFF (“County”)

AND

ONEIDA COUNTY SHERIFF’S DEPARTMENT EMPLOYEES LOCAL 1246 (“Local 1249”)

Whereas, the collective bargaining agreement (“CBA” between the County and Local 1249 expired December 30, 2021; and

Whereas, the parties have reached a tentative settlement covering the period beginning January 1, 2022 and ending December 31, 2025; and

Whereas, the parties agree that the current CBA and all terms and conditions of employment set forth herein shall remain in full force and effect except as herein modified; and

Whereas, this Tentative Agreement is subject to the approval of the Oneida County Board of Legislators and the ratification of the membership of Local 1249;

Now, therefore, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. All additions to the CBA shall be reflected as the language underlined herein under, and all deletions from the CBA shall be reflected as the language stricken herein under. Any and all articles, sections, subsections, or portions of any articles, sections, subsections not specifically amended herein under shall continue as written in the current CBA.

2. Article II – RECOGNITION – shall be revised as follows:

The Oneida County and the Oneida County Sheriff (hereinafter, collectively the “County”), recognizes the Oneida County Sheriff’s Department Employees Local 1249 of Council 82, AFSCME, AFL-CIO, (hereinafter referred to as Local 1249), as the sole and exclusive bargaining agent for all employees in the hereinafter defined negotiating unit for the purpose of collective negotiations and the administration of grievances arising thereunder.

3. Article V – UNION SECURITY – shall be revised as follows:

5.6. Local Officers and Board Members of the Local 1249 may from time to time have a need to attend a Board meeting of the Local 1249. If any portion of the meeting is scheduled during such Board member’s duty time, the Board member will be granted time off with pay, unless the Employer believes that the member’s absence would severely

hamper departmental operations. A list of Board members and scheduled Board meetings shall be filed with the ~~County Employer~~ and updated as necessary.

4. **Article VII – SALARY – shall be amended as follows:**

7.1 Salary Schedules

Effective upon ratification, All employees shall move to and will be paid in accordance with the attached Incremental Salary Schedules ("C," ~~and "J" and "RNS"~~).

a. Civilian "C" Schedule - This schedule covers all members of the bargaining unit who perform civilian duties.

~~b. Correction Officers/Civil Deputies "J" Schedule - This schedule covers all members of the bargaining unit not covered by the "C" or "RNS" schedule.~~

i. Grade J0 represents the training rate and newly hired employees shall remain at this grade until completion of six (6) continuous months of employment, or successful completion of the training academy, whichever occurs sooner. Thereafter, employees holding the Correction Officer title shall be moved to Grade J1.

~~i. Registered Nurses assigned to the Correction Facility will be paid according to the attached "RNS" Schedule.~~

Employees shall be placed in steps on the 2022 salary scheduled as detailed on the attached.

7.1.1 Unit members shall be placed on the applicable ~~2016-2021~~2022-2025 salary schedules, and advance thereon, in accordance with the following rules:

Effective Date	On Step Increase	Off	Step
Increase			
<u>1/1/2023</u>	<u>3%</u>	<u>4%</u>	
<u>1/1/2024</u>	<u>3%</u>	<u>4%</u>	
<u>1/1/2025</u>	<u>3%</u>	<u>4%</u>	

All scales shall be implemented and increase as set forth above. ~~Fully retroactive as per CBA.~~ fully retroactive to 1/1/2022.

Effective each January 1st, all employees eligible for step movement will advance on the applicable pay scale for the affected employee.

All the increases for employees "off the schedule" shall be sunsetted on December 31, 2025.

BD. Retroactivity – Each employee covered by this Agreement who is still on the County's active payroll as of the beginning of the first full payroll period immediately following the ratification of this Agreement by the Oneida County Legislature shall receive a retroactive payment computed upon the difference between his/her new base salary level(s) effective

January 1, 2022+6 and thereafter, and those hours or periods actually compensated, including overtime, if any, running from January 1, 2022+6 to the time when the new base salary adjustments under the Agreement are implemented.

~~CE.~~ Post-Expiration Step Movement on the "J," ~~and~~ "C" ~~and~~ "R" Salary Schedules - If the County and Local 1249 have not reached a final fully ratified tentative agreement for a successor to this 2016 ~~— 2021~~2022 - 2025 collective bargaining agreement by December 31, 2024+2027, then those employees who are still eligible for step movement on the "J" ~~and~~ "C" ~~and~~ "R" salary schedules shall be advanced one step on the applicable 2025+1 salary schedule only on January 1, 2026 and January 1, 2027. There shall be no further step movement beyond January 1, 2027 until a successor agreement is ratified.. effective January 1, 2022 and each January 1 thereafter until a successor agreement is in place.

7.2 Salary Schedule Administration

a. When an employee is promoted to a higher grade within the same scale, the employee will move to the same step in the new grade that the employee was in at the lower grade. This shall not be applicable when an employee is moving between scales. Employees moving between scales shall start at the entry level step on the new scale.

7.3

a. In the event of voluntary or involuntary demotion to a lower grade, the employee will be placed at the same step of the lower grade that the employee presently occupied at the higher grade.

~~b. If a person with permanent Civil Service status at one level is serving provisionally in a higher level, and receives permanent status at a level between his/her current permanent and provisional status, the salary of the item in which he/she has permanent status will be considered the base on which his/her new salary will be determined.~~

~~c. If a person who has never achieved permanent status is serving provisionally and receives permanent status at a lower grade, his/her beginning rate at his/her permanent grade will reflect numbers of years service to the County.~~

~~cb.~~ If a person who has never achieved permanent status is serving provisionally, and receives another provisional appointment in a lower or higher grade, the new provisional appointment will reflect years of service with the County, except that in no case will the higher level step reflect an annual salary greater than that which would be received if the employee was subject to the promotional rule as set forth in Article VII, Salary, 2-a, above.

1. Newly hired employees on the "C" ~~and~~ "R" salary schedules who begin employment on or after October 1 of any year must remain at the initial hiring Step level for at least three (3) months until the beginning of the second calendar year following the calendar year of hiring before becoming eligible for any step movement within grade.

2. The Commissioner of Personnel with agreement of the Sheriff, shall place an employee, who is returning within three (3) years of termination, as a Deputy Sheriff/Civil or Correction Officer, in the same step the employee had at the time of termination of employment from the Oneida County Sheriff's Department. For the purpose of this section, any employee returning under this section must have maintained Civil Service and BMP certification or other certifications as required by statute or regulation.

3. The Commissioner of Personnel, with agreement of the Sheriff, shall have the authority to place a new unit employee in a step greater than the hiring rate of the appropriate grade subject to any of the following requirements:

- i. The employee is a permanent Correction Officer or Deputy Sheriff Civil Officer, with at least one (1) year of full-time experience and has completed basic training. For the purpose of this section, employees with more than one (1) year Correction Officer or Deputy Sheriff Civil Officer experience shall be granted one (1) additional step for every one (1) year of experience as a full-time Correction Officer or Deputy Sheriff Civil Officer, but shall not exceed Step 5 of that grade.
- ii. ~~When the Sheriff demonstrates severe and continued recruitment difficulty for an "R" salary schedule job title, the starting salary of that job may be increased on either a temporary or permanent basis. Such action shall occur only when authorized in advance by the County Commissioner of Personnel. Any existing employee in such job title whose salary is less than that of the new starting salary shall receive a salary increase to the level of the new starting salary.~~

7.4 Longevity

~~Effective upon ratification of this Agreement and applied retroactively to January 1, 2022, each employee in the defined negotiating unit shall receive \$1,000 after the completion of seven-five (57) years of service. Thereafter, beginning with the completion of six (6) years of service and continuing until completion of twenty-five (25) years of service, each employee in the defined negotiation unit shall receive an additional \$200 per year. Longevity payments shall be capped at \$5,000 per year after completion of twenty-five (25) years of service. Longevity shall be added to base pay for all purposes and paid as part of the biweekly paycheck. In calculating years of service, the member will earn the longevity increment upon reaching their anniversary date., \$300 after the completion of ten (10) years of service, \$400 after the completion of fifteen (15) years of service, \$1100 after the completion of twenty (20) years of service. Effective January 1, 2018, longevity payment for completion of fifteen (15) years of service shall be increased to \$1,200, and each employee in the defined negotiating unit shall receive \$1,700 for completion of twenty five (25) years of service. Employees eligible for a longevity payment will receive the cumulative amount specified in this contract unless such sum is less than the current remuneration. The sum schedule in this contract shall be used when it exceeds the amount an employee is receiving.~~

7.5 Mileage

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

7.6 Shift Differential

~~Effective January 1, 2002, each employee who is regularly assigned to the "C" and "A" lines or who is scheduled to work on the "C" or "A" lines will be compensated by receiving \$.55 per hour extra for hours worked on the "C" line and \$.60 per hour extra for hours worked on the "A" lines. Effective January 1, 202203, each employee who is regularly assigned to the "C" and "A" lines or who is scheduled to work on the "C" and "A" lines~~

will be compensated by receiving \$.~~7560~~ per hour extra for hours worked on the "C" line and \$.~~8065~~ per hour extra for hours worked on the "A" line.

7.11 Out-of-Title Work

a. Any employee assigned, in writing, by the Sheriff or his designee to fulfill the responsibilities of a higher paying Civil Service position, may only be assigned in accordance with New York State Civil Service Law § 60 ~~while such other person is absent.~~ That employee shall be paid at the higher rate on a per diem basis for all days that he/she is assigned to the higher paying position. Under no circumstances however, shall the temporary employee be paid in excess of what the permanent employee is paid. For the purpose of this section, any employee paid in this manner shall be paid in the step in the higher paying position, following the same step movement as if the employee had been promoted. ~~Per Diem rates shall be calculated by dividing the appropriate annual salary by 260.~~

7.16 Field Training Pay

Effective beginning with the first full payroll period following the effective date of full ratification of this Agreement, for each hour that an employee covered by this Agreement is designated by the Sheriff, or his/her designee, to function as a Field Training Officer ("FTO") for one or more other employees, the FTO shall be paid an extra \$2.00 per hour in addition to his/her base regular rate of pay. Further, the employee must actually perform the duties associated with the FTO designation during the particular hour(s) to be eligible for said pay. Under no circumstances shall FTO compensation be paid for time spent with interns, volunteers, or any other non-employee of the County.

5. Article VIII – HOURS OF WORK AND WORK WEEK – shall be revised as follows:

8.2 Any County employees subject to assignment on shifts or work schedules other than the normal work hours for their department, will be notified by lists posted in the proper place at least two (2) weeks in advance. Such schedules may be modified by the ~~Department Head~~ Sheriff in cases of emergency, personal absences and other reasonable needs of the Department.

6. Article X – RETIREMENT – shall be revised as follows:

Eliminate 10.2 as written and replace with the following:

A. Effective 9/1/91, upon retirement, one hundred sixty-five (165) days of accumulated sick leave will be applied toward an employee's retirement in accordance with Section 41-j of the laws pertaining to the New York State Retirement System.

A.B. All employees on full pay status who have chosen to participate in this program and who shall have been in the continuous employ of the County for at least fifteen (15) consecutive years prior to retirement and who shall retire directly from County service under a New York State Retirement plan on or after December 31, 2024 and who at the time of retirement were members of the County health insurance plan shall be entitled to apply the

cash value of his/her accumulated unused sick leave to his/her medical insurance premium payments upon reaching retirement age. The cash value of accumulated sick leave shall be equal to the number of hours credited to the employee on the date of retirement multiplied by the employee's job rate plus longevity (stipends and/or shift differential will not be used in the calculation). The employee may apply this credit toward monthly premiums at any rate up to the total amount of the employee's required contribution. The employee shall notify the County of the rate they wish to apply this credit no less than two (2) weeks prior to the date of retirement, and may change this election annually by notifying the County in the month of November to take effect the following January. At the employee's request, application of the cash value may be deferred until such time as the employee shall notify the County during the aforementioned election period that he/she wishes to have the application made. The credit can only be used toward the cost of a County sponsored health care plan and shall cease upon the death of the employee.

7. Article XI – LEAVES OF ABSENCE WITH PAY – shall be revised as follows:

11.1 Sick Leave

Effective September 1, 1995, it is agreed that each employee in the defined bargaining unit shall earn one (1) day sick leave per month except employees in the "J" Schedule who shall earn ten (10) days per year. ~~Each employee may accumulate up to a maximum of one hundred eighty (180) working days, subject to limitation by Article X, Retirement.~~

The County and the LOCAL 1249 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.

Effective upon ratification of this Agreement by both the County and Local 1249, in addition to sick leave used for personal illness of the employee, the employee may also use no more than four (4) days of his/her accrued sick leave per calendar year to care for an ill relative who resides with the employee, or the employee's mother or father, but only if the employee's presence is reasonably necessary to care for the relative.

11.2 Vacation Schedule

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

After one (1) year's service	Five (5) days
After two (2) year's service	Ten (10) days
After five (5) year's service	Fifteen (15) days
After ten (10) year's service	Sixteen (16) days

After eleven (11) year's service	Seventeen (17) days
After twelve (12) year's service	Eighteen (18) days
After thirteen (13) year's service	Nineteen (19) days
After fourteen (14) year's service	Twenty (20) days

The employee shall have the right to carry a maximum of fifteen (15) days vacation from one year into the next year. Vacation to be taken at a time mutually agreeable to the ~~Employer-County~~ and employee.

If the employee is unable to take an approved, scheduled vacation due to the ~~Employer-County~~ modifying the employee's work schedule, the employee shall have the option of converting the cancelled vacation time to cash, at the rate of eight (8) hours pay for each vacation day times the employee's hourly rate at the time the vacation was scheduled.

11.3 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
Veteran's Day	President's Day
Thanksgiving Day.....	Day After Thanksgiving
Memorial Day	Independence Day
Christmas Day.....	<u>Juneteenth</u>

When a holiday falls on a Sunday, the Monday following shall be observed as the holiday. When the holiday falls on a Saturday, each employee shall receive a day off mutually agreeable to the employee and ~~his/her Department Head~~ the Sheriff. Personnel who are required to work on any of the above holidays as part of their regularly scheduled workweek, with the exception of Thanksgiving, the day after Thanksgiving and Christmas Day, shall receive a ~~day off with pay~~ floating holiday to be taken on a date mutually agreeable to the Department Head Sheriff and the employee. Selection of those employees designated to work on any of the above holidays shall be at the discretion of the ~~Department Head~~ Sheriff.

8. Article XII – SENIORITY – as shall be revised follows:

12.1 Seniority

c. Seniority Application

iii. With regarded to the determination of an employee's pass days and shift assignments of unit employees within job classifications the Sheriff, or designee, shall grant pass days shift assignments based upon the employee's seniority. Shift and pass day assignments will be made annually in January of each calendar year. Requests must be submitted by December 15thj of the preceding calendar year. There will be no "shift bumping" of probationary employees during their probationary period. When a set of pass days becomes available through retirement, resignation,

or promotion, they shall be offered to the next most senior employee in job title, bid assignment, and rank who remain in title. A posting of available pass days will remain open for 14 days before the awarding. Letters of interest must be submitted by the employee requesting the change to the Sheriff or his designee. This is a one for one agreement, and pass days made available by the application of this provision will not be offered to other staff.

iv. “Warrants” and “CNY Psychiatric Center” shall be eliminated as a bid positions. “Quartermaster” and “K9 Officer” shall be added as bid positions.

vi. Bid positions that require temporary additional staff must be posted in accordance with this Article, prior to assignment of staff. For the purposes of this provision, temporary shall be defined as upon notification that an employee will be out more than thirty (30) work days or six (6) calendar weeks continuously.

9. **Article XIII – UNIFORM AND MEAL ALLOWANCE – shall be revised as follows:**

13.1 a. The County shall order and pay for uniforms for personnel required to be uniformed. The County shall issue one (1) Class A uniform and four (4) Class B uniforms to line staff and S.E.R.T. members. The County shall issue four (4) Class A uniforms and one (1) Class B uniforms to members assigned to Transport, Visitation and Lockup and to Supervisors. Members that serve multiple roles will be issued uniforms based on their primary duty assignment. Uniforms will be replaced no earlier than one year from issuance, upon written request and upon exchange of the old uniform.

~~Effective January 1, 2006, the County shall provide an annual clothing allowance of \$7600, for each sworn non-uniformed deputy sheriff employee. Effective January 1, 2008, this payment shall be increased to \$700, for each non-uniformed deputy sheriff. Each correction officer assigned to Central New York Psychiatric Center shall also receive the \$600 and/or \$700 clothing allowance. The above allowance will be prorated for periods less than six (6) months. Employees issued uniforms by the Employer County shall not be eligible for a clothing allowance, except those employees working at Central New York Psychiatric Center.~~

b. **Cleaning Allowance**

Cleaning will be done by the County through its contractor for all uniformed and plain-clothes employees, ~~except for employees assigned to the Central New York Psychiatric Center on a regular full-time basis. Those employees at Central New York Psychiatric Center who will not have the cleaning and laundry service available to them will receive a \$250 cleaning allowance.~~

Garments to be submitted for cleaning and laundry shall include outer garments only, including pants, dress shirts, ties, sport or suit jackets, and overcoats. No leather, suede or perishable materials will be allowed. Cleaning will be for work clothing of a normal, conservative nature only.

13.2

c. Overtime Meal Allowance

An employee who is working overtime beyond the normally scheduled shift will be entitled to a meal allowance while working off-site. Off-site will be considered any duty assignment outside of the correctional facility. The employee will be entitled to a meal allowance for actual expense incurred up to the Article 13.2 rate after working four (4) or more hours. The employee will be required to produce a receipt if the actual expense exceeds five (5.00) dollars.

~~Any past grievances filed by or on behalf of Council 82 or by or on behalf of any employee within the defined bargaining unit shall be deemed withdrawn upon execution of this agreement and paid out.~~

10. Article XV – EDUCATION AND TRAINING – shall be revised as follows:

15.1 College Level Compensation

Each employee who achieved thirty (30) graduate credit hours or a Master's Degree in a job-related field will receive \$400 per annum in additional compensation. Each employee who achieved a sixty (60) hour job-related Masters Degree will receive \$500 per annum in additional compensation. Each employee who has attained a job-related Bachelor's Degree will receive an additional \$300 per annum compensation; each employee who has attained a job-related Associate's Degree will receive an additional \$200 per annum. These amounts are non-cumulative. Payment shall not be made until proofs of degrees granted, and credit hours, where required, are submitted to the ~~Department Head~~Sheriff and the Commissioner of Personnel and approved by same.

11. Article XVI – EDUCATIONAL REIMBURSEMENT– shall be revised as follows:

Employees who wish to take job-related courses at any college in the SUNY system, or at Utica University~~College~~, may be reimbursed for same under the conditions outlined below. Reimbursement is limited to Associate's and Bachelor's Degree level courses only. Graduate level courses are not eligible for reimbursement.

The County agrees to pay up to a total of two hundred forty dollars (\$240) for three-credit hour courses or eighty dollars (\$80) per credit hour, but in no event more than two hundred forty dollars (\$240) per semester, per applicant, or more than eighty dollars (\$80) per credit hour.

The County agrees to support up to a maximum of twenty (20) three-credit hour courses per semester or a total of sixty (60) hours per semester. An employee must have the approval of the ~~Department Head~~Sheriff or his designee as to the job-related status of the course, with final approval or disapproval by the Commissioner of Personnel. The County agrees to pay the employee upon presentation of proof of successful completion of the course and paid receipt from the college. All courses will be taken outside the employees' normal working hours. ~~The County Personnel Office~~ Commissioner of Personnel will administer this program and establish procedures to be followed.

12. **Article XIX – GRIEVANCE AND ARBITRATION PROCEDURE– shall be revised as follows:**

19.3 Past Practice

All benefits and rights heretofore provided and condoned by the ~~Employer~~County, which are not specifically modified or abridged by terms of this Agreement, shall continue in effect during the life of this Agreement. Any changes in the law that require the ~~Employer~~County to modify a past practice as defined above will not be subject to this clause.

19.6 Third Stage

(a). In the event that the grievance is not resolved within Stage 2, or in the event the highest ranking official in the aggrieved employee's, or employees', chain of command below the rank of Chief does not issue a timely written decision at Stage 2, the aggrieved employee(s) may submit, within five (5) days after the Stage 2 reply of the County is given or is due, the written grievance to the Sheriff. The Sheriff, and/or his designee(s), shall meet with the aggrieved employee(s) and Local 1249 representative(s), if any, within thirty (30) days, for the purpose of reviewing and discussing in good faith the allegations of the grievance. The parties acknowledge that this meeting is essential to the prompt and effective administration of the grievance procedure. At the request of either Local 1249 or the Sheriff/~~Department Head~~, legal counsel, or other outside designee, of both Local 1249 and ~~Employer~~County shall attend the Stage 3 meeting to facilitate settlement discussions.

Appellate Stage

(b)The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall be empowered to determine the issue(s) raised by the grievance, if the parties are unable to stipulate the issue(s). The arbitrator shall be without power to make any decision or award which is contrary to, or inconsistent with, in any way, applicable laws, or rules or regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitations of this section shall be final and binding upon the ~~Employer~~County, Local 1249, and the employees covered by this Agreement.

13. **Article XXIV – LENTH OF AGREEMENT – shall be revised as follows:**

24.1 This Agreement is effective January 1, 2022~~16~~ and shall terminate at the close of business on December 31, 2025~~1~~.

14. **The Oneida county Correctional Facility Time Off Guidelines shall be adjusted pursuant to the attached document.**

15. **The parties agree they will make any other editorial changes deemed appropriate in the process of finalizing the successor collective bargaining agreement.**

FOR THE COUNTY:



Amanda L. Cortese-Kolasz
Commissioner of Personnel

FOR LOCAL 1249



Ennio J. Corsi, Esq.
Counsel

2022 - J Scale

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
OJ	44030						
1J	48922	52175	55428	58681	61934	65187	68440
2J	54814	58067	61320	64573	67826	71079	74332
3J	60195	63448	66701	69954	73207	76460	79713
4J	69954	73207	76460	79713	82966	86219	89472

2023 - J Scale

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
OJ	45351						
1J	50390	53740	57901	60441	63792	67143	70493
2J	56458	59809	63160	66510	69861	73211	76562
3J	62001	65351	68702	72053	75403	78754	82104
4J	72053	75403	78754	82104	85455	88806	92156

2024 - J Scale

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
OJ	46711						
1J	51901	55890	59638	62254	65706	69157	72608
2J	58152	62201	65055	68505	71957	75407	78859
3J	63861	67965	70871	74215	77665	81117	84567
4J	74214	78419	81117	84567	88019	91470	94921

2025 - J Scale

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
OJ	48112						
1J	53458	58152	61427	64122	67677	71232	74786
2J	59897	64689	67007	70560	74116	77669	81225
3J	65777	70684	72997	76441	79995	83551	87104
4J	76441	81556	83501	87104	90660	94214	97769

PROPOSED C SCALE ALLOCATIONS

Clerk	C1
Account Clerk	C2
Senior Clerk	C3
Correctional Services Aide	C3
Senior Account Clerk	C4
Administrative Assistant	C5
Principal Account Clerk	C5
Principal Clerk	C5
Court Attendant	C4
Accounting Supervisor	C6
Court Security Officer	C5

2022 "C" Scale -

GRADE NEW	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1C	27772	28778	29713	30676	31675	32782	34095
2C	28619	29660	30624	31622	32648	33789	35142
3C	29552	30644	31637	32667	33730	34909	36303
4C	31562	32747	33810	34909	36043	37305	38798
5C	37659	39077	40346	41659	43013	44516	46299
6C	40544	42062	43429	44839	46298	47918	49835

2023 "C" Scale -

GRADE NEW	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1C	28605	29641	30604	31597	32625	33765	35118
2C	29477	30549	31543	32570	33627	34802	36196
3C	30438	31563	32586	33647	34741	35956	37392
4C	32508	33729	34825	35956	37124	38425	39962
5C	38788	40249	41556	42909	44303	45851	47688
6C	41760	43324	44731	46184	47687	49355	51330

2024 "C" Scale -

GRADE NEW	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1C	29464	30530	31522	32545	33604	34778	36172
2C	30362	31466	32489	33548	34636	35846	37282
3C	31351	32510	33563	34657	35784	37035	38514
4C	33484	34741	35869	37035	38238	39577	41161
5C	39952	41457	42803	44197	45632	47227	49118
6C	43013	44623	46073	47569	49117	50836	52870

2025 "C" Scale -

GRADE NEW	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1C	30347	31446	32468	33521	34612	35822	37257
2C	31272	32410	33464	34554	35675	36922	38401
3C	32292	33485	34570	35696	36857	38146	39669
4C	34488	35783	36945	38146	39385	40765	42396
5C	41151	42700	44087	45522	47001	48644	50592
6C	44303	45962	47456	48996	50591	52361	54456

CORRECTIONAL SERVICES AIDE	CURRENT STEP	CURRENT SALARY	NEW STEP	NEW SALARY	DIFFERENCE
KESSLER, AUDREY	17C - 2	26628	3C - 1	29552	2924
DAWES, ROBERT	16C - off	39174	4C - off	41238	2064
KOTARY, CHRISTINE	16C - 6	28198	4C - 1	31562	3364
LASALLE, RICHARD	16C - 2	25630	4C - 1	31562	5932
REVERE, ALEC	16C - 3	26272	4C - 1	31562	5290
BURAK, GARY	16C - 7	28839	4C - 1	31562	2723
PATERNOSTER, CHRISTINA	16C - 11	31411	4C - 3	33810	2399
TURNBULL II, MARK	16C - 7	28839	4C - 1	31562	2723
BURAK, FELICIA	16C - 11	31411	4C - 3	33810	2399
DANIELS, JEANNE	16C - 15	33979	4C - 5	36043	2064
SMITH, DIANNE	16C - 3	26272	4C - 1	31562	5290
RUNDLE, MARK	16C - 2	25630	4C - 1	31562	5932
YOUNGS, MADISON	16C - 2	25630	4C - 1	31562	5932
COVEY, BECKY	16C - 15	33979	4C - 5	36043	2064
DOWIAT, BARBARA	16C - 5	27557	4C - 1	31562	4005
SMITH, NATALIE	16C - 2	25630	4C - 1	31562	5932
ROSE, JEAN	16C - 7	28839	4C - 1	31562	2723
PARK, LORALIE	16C - 2	25630	4C - 1	31562	5932
LEVADOTI, ANTHONY	16C - 10	30768	4C - 3	33810	3042
SCHAFFER, STEPHEN	16C - 2	25630	4C - 1	31562	5932
BALLARD, MATTHEW	18C - 4	29026	5C - 1	37,659	8,633
D'AMBRO, KAREN	18C - 18	38694	5C - 4	41659	2965
GOLDSMITH, GARRETT	18C - 4	29026	5C - 1	37,659	8,633
JONES, BRYAN	18C - 5	29703	5C - 1	37,659	7,956
ROBERTELLO, TAYLOR	18C - 10	33089	5C - 1	37,659	4,570
BALLARD, MOLLY	21C - 3	30291	5C - 1	37,659	7,368
MARTIN, JODI	21C - 11	37654	5C - 3	40,346	2,692
WILSON, PATRICIA	21C - 19	43969	5C - 7	46,229	2,260
TRUAX, VIRGINIA	21C - 10	36906	5C - 2	39,077	8,309