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Title: **Oneida, County of and Oneida County White Collar Unit, United Public Service Employees Union (UPSEU) (2006)**

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Union: **Oneida County White Collar Unit, United Public Service Employees Union (UPSEU)**

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COLLECTIVE BARGAINING AGREEMENT

By and Between

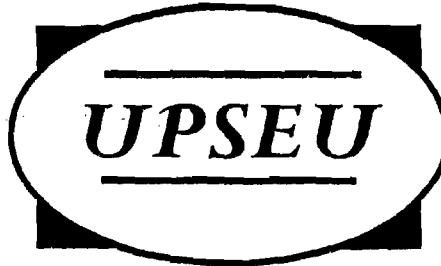
COUNTY OF ONEIDA

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

and

JUN 15 2012

OFFICE OF
REPRESENTATION



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

January 1, 2006 - December 31, 2010



UNITED PUBLIC SERVICE EMPLOYEES UNION
1707 Central Avenue Suite 202 • Albany • NY • 12205
(518) 464-9114 • Fax: (518) 464-1116

Dear United Public Service Employees Union Member:

This is the negotiated and ratified Collective Bargaining Agreement between your Union and your Employer.

Please familiarize yourself with this Agreement. In the event you have a problem or grievance concerning any portion of this Agreement, it is important that you immediately contact your Union, either through your Shop Steward/Unit Officer or your Labor Relations Representative.

Fraternally,

Kevin E. Boyle, Jr.

President

TELEPHONE NUMBERS

Headquarters ... Ronkonkoma, NY . 631-738-8773
Capital Region .. Albany, NY 518-464-9114
Northern Region . Malone, NY 518-481-4240
Central Region .. Utica, NY 315-798-8934
Southern Region . Goshen, NY 845-294-7894

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ARTICLE I 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 II 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 – Grade Classification.

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 Civil Services Rules 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 III 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 IV 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 IV-A 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 V MEMBERSHIP DUES AND UNION SECURITY

5.1 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.

5.2 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 pro rated share of expenditures by UPSEU in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.8 UPSEU will designate one (1) employee its Unit Chief Shop 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 Shop 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 Shop 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.

5.9 The County agrees that it will allow an aggregate maximum of twenty-five (25) days per year time off with pay at the regular straight-time hourly rate to employees who are union stewards or UPSEU Unit Chief Shop Steward to attend UPSEU conferences, conventions, meetings, special sessions or training upon approval of the County Executive, provided that no more than two (2) employees are absent from a department at the same time except in the Department of Social Services where more than two (2) but not more than four (4) may be allowed to be absent at the same time with the approval of both the Commissioner of Social Services and the County Executive. 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.

5.10 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.

5.11 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.

5.12 When night time meetings are unable to be conducted, the Unit Chief Shop 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 1-1/2 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.

5.13 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, social security number, job title, department, and date of hire.

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 VI 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 VI-A NONDISCRIMINATION

6A.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.

6A.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 VII ADMINISTRATION OF THE SALARY SCHEDULE

7.1 Salary The salary schedules for full-time employees covered by this Agreement are set forth in Appendix B.

A. On January 1, 2006, the 2005 schedule shall be increased by 1% to create the 2006 schedule; on January 1, 2007, the 2006 schedule shall be increased by 1% to create the 2007 schedule; on January 1, 2008 the 2007 schedule shall be increased by 1% to create the 2008 schedule; on January 1, 2009, the 2008 schedule shall be increased by 1% to create the 2009 schedule; on January 1, 2010, the 2009 schedule shall be increased by 1% to create the 2010 schedule.

B. Each employee shall be eligible for annual step movement on the 2006, 2007, 2008, 2009, 2010 schedule with step movement occurring on January 1, 2006, January 1, 2007, January 1, 2008, January 1, 2009 and January 1, 2010. However, new employees hired subsequent to September 30th of any calendar year will remain at Step 1 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 Step 15 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 3% increase to his/her salary effective January 1, 2006, a 3% increase to his/her salary effective January 1, 2007, a 3% increase to his/her salary effective January 1, 2008, a 3% increase to his/her salary effective January 1, 2009 and a 3% increase to his/her salary effective January 1, 2010. 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.

D. Each employee who is at the top step of the 2005 salary schedule on December 31, 2005 shall be taken "off the schedule" at that time, and shall be granted a 3% base salary increase effective January 1, 2006, an additional 3% base salary increase effective January 1, 2007, an additional 3% base salary increase effective January 1, 2008, an additional 3% salary increase effective January 1, 2009, and an additional 3% base salary increase effective January 1, 2010.

Each employee who is at the top step of the 2006 salary schedule on December 31, 2006 shall be taken "off the schedule" at that time, and shall be granted a 3% base salary increase effective January 1, 2007, an additional 3% base salary increase effective January 1, 2008, an additional 3% salary increase effective January 1, 2009, and an additional 3% base salary increase effective January 1, 2010.

Each employee who is at the top step of the 2007 salary schedule on December 31, 2007 shall be taken "off the schedule" at that time, and shall be granted a 3% base salary increase effective January 1, 2008, an additional 3% salary increase effective January 1, 2009, and an additional 3% base salary increase effective January 1, 2010.

Each employee who is at the top step of the 2008 salary schedule on December 31, 2008 shall be taken "off the schedule" at that time, and shall be granted a 3% base salary increase effective January 1, 2009, and an additional 3% base salary increase effective January 1, 2010.

Each employee who is at the top step of the 2009 salary schedule on December 31, 2009 shall be taken "off the schedule" at that time, and shall be granted a 3% base salary increase effective January 1, 2010.

7.2 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 lowest step of his/her new salary grade which provides a salary increase of at least \$800.00.

7.3 Demotion and Exercise of Seniority Displacement Rights.

When an employee is demoted or when an employee exercises his/her seniority to displace to a lower grade position as provided in Article XV – Layoff and Recall, that employee will move to the step within the lower grade closest to but in no case greater than the salary he/she is currently receiving.

7.4 Layoff and Recall.

When an employee is recalled from layoff in accordance with the provisions of Article XV – Layoff and Recall, that employee shall be paid at the same step he/she was paid immediately prior to layoff.

7.5 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.

7.6 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.

7.7 Starting Salary.

New employees shall normally be paid at the Step 1 rate 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 increase the starting salary of that job title up to Step 3 of that grade. 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.

7.8 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 2006 base salary after ratification for those hours or periods actually compensated, included overtime where appropriate, between January 1, 2006 and said payroll period.

7.9 W.P.C. Differential Pay. All employees in W.P.C. Sanitation Sewers and Sewage Treatment shall receive an additional .50 cents an hour compensation.

7.10 Longevity. Effective January 1, 2007, each employee in the defined negotiating unit shall receive \$500 after the completion of five (5) years of service, \$500 after the completion of ten (10) years of service (\$1,000), \$500 after the completion of fifteen (15) years of service (\$1,500), \$500 after the completion of twenty (20) years of service (\$2,000), and \$500 after the completion of twenty-five (25) years of service (\$2,500).

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 scheduled in this contract shall be used when it exceeds the amount an employee is receiving.

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

7.12 Shift Differential. Each employee who is regularly assigned to the second or third shift or who is scheduled to work the second or third shift will be compensated by receiving forty-five cents (\$.45) per hour extra for hours worked on the second shift and fifty cents (\$.50) per hour for hours worked on the third shift. Employees who are regularly assigned to the second or third shift will receive the shift differential pay for any vacation, holidays, sick leave and personal leave used.

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

7.13 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 employer and employee.

7.14 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 7.2. 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.

ARTICLE VIII WORK HOURS

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.

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.

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.

ARTICLE IX OVERTIME PAY

9.1 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.

9.2 For those authorized hours worked in excess of the employee's normal workweek as specified in Article VIII, 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.

than once for the same hours under any provisions of this Article or Agreement.

9.4 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.

9.5 The Child Protective Services workers of the Oneida County Department of Social Services, who provide emergency coverage, 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 worked.

9.6 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 X RETIREMENT

10.1 The County agrees to provide Section 75-i of the New York State Retirement and Social Security Law on a noncontributory basis for Tier I and Tier II Retirement System members covered by this Agreement.

10.2 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.

10.3 The County further agrees to provide Section 41(j) of the New York State Retirement and Social Security Law on a noncontributory basis for all Retirement System members covered by this Agreement. Section 41(j) allows for unused sick leave credits to be applied as additional service credit upon retirement. Upon retirement, the first one hundred sixty-five (165) days of an employee's accumulated sick leave days will be applied towards Section 41(j). The employee will be paid \$30.00 per day for each accumulated sick leave day between one hundred sixty-six (166) days and two hundred (200) days.

10.4 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.

ARTICLE XI LEAVE OF ABSENCE WITH PAY

11.1 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.

11.2 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.

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	Veterans' Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	*Floating Holidays (2)
Independence Day	Christmas Day

*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.

Effective October 1, 1997, newly hired employees hired prior to July 1 of the particular year shall receive two (2) floating holidays at the time of hire for use during the balance of the calendar year of hire. Newly hired employees hired on or after July 1 shall receive one (1) floating holiday at the time of hire for use during the balance of the calendar year of hire. Except as qualified above, floating holidays shall be credited on January 1 of the year for use during the balance of the calendar year. It is understood that those employees hired prior to October 1, 1997 received two (2) floating holidays for calendar year 1997.

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 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.

11.4 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.

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

ARTICLE XII WORKERS' COMPENSATION

12.1 The County shall provide Workers' Compensation benefits in accordance with applicable law.

12.2 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.

12.3 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.

12.4 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.

12.5 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 XIII 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 XIV UNEMPLOYMENT INSURANCE

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

ARTICLE XV JOB SECURITY

15.1 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.

15.2 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.

15.3 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.

15.4 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 Article XV(5) below.

15.5 For purposes of this Article, a vacancy shall be defined as any regular budgeted full-time position in the noncompetitive or labor class for which the County Executive has authorized hiring replacements. When such a vacancy occurs, it will be posted County-wide. In order to facilitate posting, the County shall send interoffice mail copies of such vacancy announcements to each recognized union shop steward. UPSEU shall also be furnished copies of such announcements at its Utica office. Announcements shall be posted on the union bulletin board by the recognized shop 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.

15.6 Announcements for Civil Service examinations for competitive class positions in the bargaining unit shall be sent by interoffice mail to each recognized union shop steward. The union shall furnish a list of such shop stewards. UPSEU shall also be furnished copies of such announcements at its Utica office.

15.7 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.

15.8 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 Shop 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 Shop 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.

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

ARTICLE XVI 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 member committee, comprised of the UPSEU President, or his/her designee; the Director of Labor Relations, 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 ten (10) 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.

ARTICLE XVII EMPLOYEE ADDRESS AND TELEPHONE NUMBER

17.1 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.

17.2 Employee telephone numbers that are unlisted shall be held in confidence by the County to the greatest extent possible and used for no other purpose than contact by the County.

ARTICLE XVIII HEALTH INSURANCE COVERAGE

18.1 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 which existed under the traditional health benefit program in existence immediately prior to the execution of this Agreement subject, however, to the following changes which will be implemented as soon as practical following ratification of this Agreement by both parties:

A. The prescription drug plan benefit under the traditional health plan shall be modified to a three tier \$5/\$20/\$35 co-payment system; and

B. The annual cash deductible under the traditional health plan will be changed from \$50 per person to \$75 per person for 2001, and to \$100 per person for 2002 and beyond, subject also to a \$150 maximum per covered family which will be increased to \$225 per covered family for 2001, and \$300 per covered family for 2002 and beyond; and

C. The individual major medical benefit under the traditional health plan will be improved from the \$25,000 annual maximum/\$250,000 lifetime maximum to a \$100,000 annual maximum/\$1,000,000 lifetime maximum level.

D. The traditional health plan will also be modified to add specified benefits, for preventive care services such as well baby care, preventive and primary care services for covered dependent children, preventive care for adults, mammography screening, cervical cancer screening, pap tests, pelvic exams and routine prostate cancer screening. These benefits are not subject to the deductibles set forth in paragraph B above.

18.2 The County shall also offer each employee and his/her eligible dependents the option of participating in a single health maintenance organization (HMO) or a Point of Service plan (POS) in lieu of participation in the County's traditional health and prescription drug plan. The HMO will be HMO Blue and if a POS, Blue Point 2. The HMO or POS shall have a three tier \$5/\$20/\$35 co-payment system for prescription drugs. If an

employee chooses HMO or POS coverage, this option will be in place of benefits currently provided by the traditional health and prescription drug plans.

18.3 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 type of plan (traditional, HMO, or POS) selected by the employee.

18.4 Premium Cost Sharing for Dental Benefits. Effective January 2001, the County shall also contribute up to \$20 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. UPSEU shall select the dental carrier after consultation with the County. Such dental carrier must be licensed or authorized to provide dental benefits in New York State. No union officer or employee shall have a financial interest in said carrier. The dental plan shall not be with or through a union benefit fund.

18.5 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 (subject to the limitation under paragraph 18.4 above) 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.

18.6 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	\$300
2-Person	\$600
Family	\$750

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

18.7 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.

18.8 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.

18.9 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 XIX GRADUATE CREDIT HOURS PAY

19.1 Each employee who achieved thirty (30) graduate credit hours in a job-related field will receive Four Hundred Dollars (\$400) in additional compensation. Employees achieving a sixty (60) hour job-related Masters Degree will receive Five Hundred Dollars (\$500) additional compensation. Payments will be made after the Commissioner of Personnel has received proper documentation and certified the change to Audit and Control.

19.2 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, effective January 1, 1984.

ARTICLE XX 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 XXI TUITION ASSISTANCE

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

A. The County agrees to pay up to a maximum of One Hundred Thirty-five Dollars (\$135) for a three (3) credit hour course, or Forty-five Dollars (\$45) per credit hour, but in no event more than One Hundred Thirty-five Dollars (\$135) per semester per applicant, or more than Forty-five Dollars (\$45) 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 XXII GRIEVANCE AND ARBITRATION PROCEDURE

22.1 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.

22.2 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 step. The failure of the County to answer within the time limits set forth will automatically advance the grievance to the immediate next step of the grievance procedure.

22.3 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.

22.4 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.

22.5 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.

22.6 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 contract, 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.

22.7 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 contract, 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.

22.8 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 XXIII PERSONNEL FILES

23.1 The County shall maintain a central personnel file for each employee. Supervisors may also keep working files.

23.2 Upon written request to the Commissioner of Personnel (or where applicable, the Director of Human Resources of MVCC), an employee may inspect his/her central personnel file subject to the following:

A. Inspection shall occur during nonworking hours, including lunch and break periods, at a time and in a manner consistent with procedures established by the Commissioner of Personnel (or where applicable, the Director of Human Resources of MVCC).

B. Upon request, an employee who has a pending written grievance on file and who is inspecting his/her personnel file with respect to such grievance, may have a union representative present during such inspection.

C. Copies of materials in an employee's personnel file shall be provided the employee upon request if such materials are to be used in conjunction with the processing of a grievance filed by the employee. The employee shall bear the cost of such duplication.

D. Pre-employment information, e.g., reference checks and responses, or information provided to the County with the specific request that it remain confidential, shall not be subject to inspection and copying.

ARTICLE XXIV DISCIPLINE AND DISCHARGE PROCEDURE

24.1 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.

24.2 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.

24.3 If the employee disagrees with the disciplinary action, the employee and/or UPSEU may submit a grievance at the Step 2 level of the grievance procedure as specified in Article XXII of this Agreement. Failure to submit a grievance within ten (10) working days of receipt of the notice of discipline will constitute acceptance of the imposed

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

24.4 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.

24.5 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.

24.6 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.

24.7 Upon request of the employee, 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 XXV REVIEW OF REALLOCATION AND RECLASSIFICATION

25.1 The County agrees to review reallocation and reclassification of titles within the defined unit, including Mohawk Valley Community College. A committee shall be appointed by the County Executive to which UPSEU may bring its request for reallocation and reclassification and the said committee shall review and present its recommendations to the County Executive within thirty (30) days after receipt of same from UPSEU.

The County Executive may, within thirty (30) days after receipt of the committee's recommendations, present his recommendations to the Board of Legislators. The committee and the County Executive shall notify UPSEU of the recommendations they intend to present to the Board of Legislators and reasons for not making any recommendations if such is the case. The County Executive shall also advise UPSEU of the date on which he/she intends to present his/her recommendations to the Board of Legislators.

25.2 The Chief Shop Steward or his/her designee will be granted time to address the above committee regarding any reclassification or reallocation of positions, to answer any questions, and to substantiate the determination for the reclassification or reallocation of position or positions in question.

25.3 The Reallocation and Reclassification Committee will be composed of three (3) members; two (2) members from County management and one (1) member from the bargaining unit. The UPSEU member will be designated by the County Executive from

a list of three (3) candidates proposed by UPSEU. The County Executive will give serious consideration to any recommendation made by this committee.

25.4 The County Commissioner of Personnel will work with the State Civil Service Department towards reviewing grades and titles of County positions.

ARTICLE XXVI MISCELLANEOUS

26.1 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.

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

26.3 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.

26.4 Leave for Court and Jury Attendance. 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.

26.5 Appendix A. The County of Oneida and UPSEU mutually agree to sit together to discuss the positions which should be either included or exempt from the negotiating unit immediately following ratification of this contract.

26.6 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.

26.7 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.

ARTICLE XXVII GENERAL CONSIDERATIONS

27.1 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.

27.2 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.

27.3 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 XXVIII 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 XXIX CONTINUATION

29.1 This Agreement shall become effective upon ratification and signing by the appropriate parties, and shall terminate at the close of business on December 31, 2010.

29.2 The County and UPSEU recognize the desirability of commencing negotiations by January 1, 2010, should either party desire to modify this Agreement, so that the negotiated Agreement's terms and conditions can hopefully be available for the 2011 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, 2010,

this Agreement shall be automatically continued for the 2011 budgetary year at the same terms and conditions of the 2010 budgetary year.

29.3 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.

29.4 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.

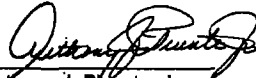
SIGNATURES

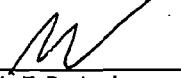
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT:

THIS 13th DAY OF JUNE, 2007

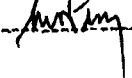
COUNTY OF ONEIDA

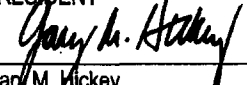
UNITED PUBLIC SERVICE
EMPLOYEES UNION

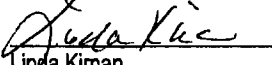
By: 
Anthony J. Picente, Jr.
COUNTY EXECUTIVE

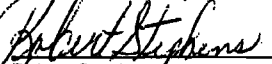
By: 
Kevin E. Boyle, Jr.
PRESIDENT

Approved As To Form
ONEIDA COUNTY ATTORNEY

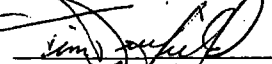
By: 

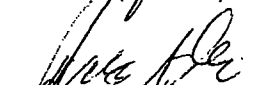

Gary M. Mickey
Executive Vice President/
Regional Director

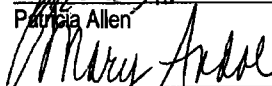

Linda Kiman
Labor Relations Representative

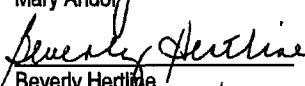

Robert Stephens
Labor Relations Representative

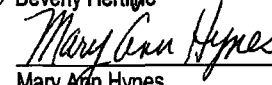
NEGOTIATING COMMITTEE:

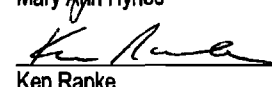

Tim Dittfield, Chief Shop Steward


Patricia Allen


Mary Andol


Beverly Hertle


Mary Ann Hynes


Ken Ranke

APPENDIX A
WHITE COLLAR UNIT - INCLUDED TITLES

Titles	Grade
Account Clerk	11
Account Clerk Typist	11
Accounting Administrative Officer	26
Accounting Supervisor	21
Administrative Assistant	19
Administrative Officer	28
Aging Services Aide	12
Assistant Director of Income Maintenance	29
Assistant Motor Vehicle Bureau Supervisor	16
Assistant Real Property System (RPS) Coordinator	21
Assistant Recreation Director	29
Assistant Youth Bureau Director	31
Associate Graphic Artist	23
Associate Nutrition Services Coordinator	14
Associate Planner	32
Associate Workforce Development Coordinator	29
Auditor I	23
Auditor II	28
Auditor III	34
Buyer	18
Case Supervisor, Grade A	29
Case Supervisor, Grade B	27
Caseworker	25
Central Stores Clerk	12
Chief Confidential Investigator	34
Chief Social Welfare Examiner	29
Child Assistance Program (CAP) Coordinator	27
Child Support Unit Supervisor Assistant	27
Children & Family Specialist	28
Clerk	10
Community Service Aide	8
Community Services Worker	13
Computer Operator (MVCC)	18
Computer Programmer	26
Computer Specialist	28
Computer Technical Assistant	26
Confidential Investigator	23
Confidential Support Investigator	22
Contract Administrator	35
Coordinator of Aging Services	19
Coordinator of Planning and Finance (OFA)	29
Crime Victim Advocate	24
Crisis Intervention Counselor	28
Customer Relations Supervisor	23
Data Processing Clerk	17
Data Processor I	11
Data Processor II	13

Delinquent Tax Clerk	17
Director of Data Processing Service	30
Director of Records Management	26
Disbursements Officer	21
Drafter	18
Engineering Aide	16
Engineering Technician	21
Environmental Health Inspector	23
Environmental Health & Safety Officer	26
Family Assessment Worker	16
Family Services Specialist	28
Family Support Worker	16
Finance Administrative Officer	27
Geographic Information Systems (GIS) Analyst	32
Geographic Information Systems (GIS) Tech I	20
Geographic Information Systems (GIS) Technician II	30
Grand Jury Stenographer	30
Graphic Services Supervisor	20
Graphic Artist	18
Head Social Welfare Examiner	23
HIV Coordinator	29
Home Health Aide	9
Instructional Computing Specialist	29
Inventory Records Clerk	12
Investigative Financial Analyst	22
Job Development & Placement Manager	35
Junior Engineering Aide	14
Junior Planner	25
Junior Planning Aide	14
Junior Transportation Analyst	25
Law Clerk	27
Library Clerk	10
Licensed Practical Nurse	15
Mail Clerk	10
Mail and Supply Clerk	14
Map Room Clerk	14
Medical Auditing Supervisor	21
Medical Records Clerk	12
Medical Services Coordinator	28
Medical Social Work Supervisor	27
Medical Stenographer	13
Medical Transcriber	13
Medical Worker	18
Microfilm Operator	13
Motor Vehicle Operator	11
Motor Vehicle Bureau Supervisor	26
Motor Vehicle Representative	12
Network Administrator	34
Nurse Practitioner	35
Nurse Counselor	24
Nutrition Outreach Coordinator	19

Office of Continuing Care Program Social Worker	19
Office of Continuing Care Program Nurse	21
Office of Continuing Care Senior Social Worker	22
Office Specialist I	10
Office Specialist II	11
Offset Duplicating Machine Operator	15
Outreach Services Representative	18
Outreach Worker	16
Paralegal Assistant	25
Parent Aide	12
Parent Aide Supervisor	21
Payroll Clerk	12
Personal Care Aide	8
Personnel Assistant	15
Personnel Technician I	19
Phlebotomist-Outreach Worker	16
Planner	27
Planning Aide	18
Planning Specialist	25
Pre-K Special Education Specialist	31
Principal Account Clerk	19
Principal Accounting Supervisor	36
Principal Clerk	19
Principal Office Specialist	15
Principal Public Health Sanitarian	32
Principal Social Welfare Examiner	21
Printer Helper	13
Printing Supervisor	26
Probation Assistant	25
Probation Officer	27
Probation Officer Trainee	25
Probation Supervisor	29
Program Analyst	28
Psychiatric Social Worker I	28
Public Health Engineer	33
Public Health Sanitarian	26
Public Health Technician I	23
Public Health Technician II	25
Purchasing Agent	24
Real Property Administrative Officer	32
Real Property System (RPS) Coordinator	23
Research Analyst	23
Research Assistant	19
Research Specialist (OFA)	22
Resource Investigator	17
Secretary to Director of Real Property Tax Services	11

Senior Account Clerk	14
Senior Account Clerk-Typist	14
Senior Administration Assistant	21
Senior Aging Services Aide	14
Senior Buyer	21
Senior Caseworker	26
Senior Clerk	12
Senior Computer Operator	22
Senior Computer Programmer Analyst	34
Senior Computer Specialist	28
Senior Confidential Investigator	32
Senior Drafter	23
Senior Engineering Aide	17
Senior Family Services Specialist	29
Senior Geographic Information Systems (GIS) Analyst	35
Senior Medical Worker	19
Senior Motor Vehicle Representative	13
Senior Nutrition Outreach Worker	18
Senior Office Specialist II	13
Senior Office Specialist I	12
Senior Payroll Clerk	19
Senior Planner	30
Senior Probation Officer	28
Senior Public Health Sanitarian	30
Senior Resource Investigator	19
Senior Social Services Investigator	23
Senior Social Welfare Examiner	19
Senior Support Collector	19
Senior Support Investigator	19
Senior Tax Map Technician	23
Senior Transportation Analyst	30
Senior Workforce Development Counselor	25
Senior Workforce Development Coordinator	27
Social Services Investigator	21
Social Welfare Examiner	17
Social Worker Assistant	19
Stock Clerk	10
Stop DWI Program Administrator	32
Supervising Campus Security Officer	19
Supervising Office of Continuing Care Nurse	25
Supervising Resource Investigator	24
Supervising Support Collector	24
Supervising Support Investigator	24
Support Investigator	17
Systems Analyst	28
Tax Abstract Clerk	21
Tax Clerk	15
Tax Map Technician	19
Telephone Operator I	10
Telephone Operator II	12

Transportation Analyst	27
Transportation Coordinator	19
Victim/Witness Coordinator	24
Vocational Education Counselor	27
Webmaster	26
Welfare Management Systems Coordinator	29
WIC Nutritionist	22
WIC Nutrition Technician	19
Workforce Development Coordinator	25
Workforce Development Counselor	23
Workforce Development Interviewer	19
Workforce Development Special Project Coordinator	32
Youth Program Director	19

ZUUG UPSEU WHITE COLLAR - W SCALE

GRADE	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20
8W	16323	16936	17348	17844	18539	19232	19924	20572	21240	21931	22698	23606	24241	24851	25533	26554	
9W	17187	17764	18331	18966	19642	20368	21125	21911	22728	23576	24465	25396	26369	27384	28451	29581	28267
10W	17980	18555	19181	19859	20587	21365	22183	23041	23939	24877	25856	26877	27940	29045	30193	31395	28068
11W	18780	19355	19981	20659	21387	22165	22983	23841	24739	25677	26656	27677	28740	29845	30993	32195	28851
12W	19580	20155	20781	21459	22187	22965	23783	24641	25539	26477	27456	28477	29540	30645	31793	32995	29651
13W	20380	20955	21581	22259	22987	23765	24583	25441	26339	27277	28256	29277	30340	31445	32593	33895	30551
14W	21180	21755	22381	23059	23787	24565	25383	26241	27139	28077	29056	30077	31140	32245	33393	34695	31351
15W	21980	22555	23181	23859	24587	25365	26183	27041	27939	28877	29856	30877	31940	33045	34193	35495	32051
16W	22780	23355	23981	24659	25387	26165	27083	28041	29039	30077	31156	32277	33440	34645	35893	37295	32651
17W	23580	24155	24781	25459	26187	26965	27883	28841	29839	30877	31956	33077	34240	35445	36693	38095	33251
18W	24380	24955	25581	26259	26987	27765	28683	29641	30639	31677	32756	33877	35040	36245	37493	38895	33851
19W	25180	25755	26381	27059	27787	28565	29483	30441	31439	32477	33556	34677	35840	37045	38293	39695	34451
20W	25980	26555	27181	27859	28587	29365	30283	31241	32239	33277	34356	35477	36640	37845	39093	40495	35051
21W	26780	27355	27981	28659	29387	30165	31083	32041	33039	34077	35156	36277	37440	38645	39893	41295	35651
22W	27580	28155	28781	29459	30187	30965	31883	32841	33839	34877	35956	37077	38240	39445	40693	42095	36251
23W	28380	28955	29581	30259	30987	31765	32683	33641	34639	35677	36756	37877	39040	40245	41493	42895	36851
24W	29180	29755	30381	31059	31787	32565	33483	34441	35439	36477	37556	38677	39840	41045	42293	43695	37451
25W	29980	30555	31181	31859	32587	33365	34283	35241	36239	37277	38356	39477	40640	41845	43093	44495	38051
26W	30780	31355	31981	32659	33387	34165	35083	36041	37039	38077	39156	40277	41440	42645	43893	45295	38651
27W	31580	32155	32781	33459	34187	34965	35883	36841	37839	38877	39956	41077	42240	43445	44693	46095	39251
28W	32380	32955	33581	34259	34987	35765	36683	37641	38639	39677	40756	41877	43040	44245	45493	46895	39851
29W	33180	33755	34381	35059	35787	36565	37483	38441	39439	40477	41556	42677	43840	45045	46293	47695	40451
30W	33980	34555	35181	35859	36587	37365	38283	39241	40239	41277	42356	43477	44640	45845	47093	48495	41051
31W	34780	35355	35981	36659	37387	38165	39083	39941	40939	41977	43056	44177	45340	46545	47793	49195	41651
32W	35580	36155	36781	37459	38187	38965	39883	40741	41739	42777	43856	44977	46140	47345	48593	49995	42251
33W	36380	36955	37581	38259	38987	39765	40683	41541	42539	43577	44656	45777	46940	48145	49393	50795	42851
34W	37180	37755	38381	39059	39787	40565	41483	42341	43339	44377	45456	46577	47740	48945	50193	51595	43451
35W	37980	38555	39181	39859	40587	41365	42283	43141	44139	45177	46256	47377	48540	49745	50993	52395	44051
36W	38780	39355	39981	40659	41387	42165	43083	43941	44939	45977	47056	48177	49340	50545	51793	53195	44651
37W	39580	40155	40781	41459	42187	42965	43883	44741	45739	46777	47856	48977	50140	51345	52593	54095	45251
38W	40380	40955	41581	42259	42987	43765	44683	45541	46539	47577	48656	49777	50940	52145	53393	54895	45851
39W	41180	41755	42381	43059	43787	44565	45483	46341	47339	48377	49456	50577	51740	52945	54193	55695	46451
40W	41980	42555	43181	43859	44587	45365	46283	47141	48139	49177	50256	51377	52540	53745	54993	56495	47051
41W	42780	43355	43981	44659	45387	46165	47083	47941	48939	49977	51056	52177	53340	54545	55793	57295	47651
42W	43580	44155	44781	45459	46187	46965	47883	48741	49739	50777	51856	52977	54140	55345	56593	58095	48251
43W	44380	44955	45581	46259	46987	47765	48683	49541	50539	51577	52656	53777	54940	56145	57393	58895	48851
44W	45180	45755	46381	47059	47787	48565	49483	50341	51339	52377	53456	54577	55740	56945	58193	59695	49451
45W	45980	46555	47181	47859	48587	49365	50283	51141	52139	53177	54256	55377	56540	57745	58993	60495	49951
46W	46780	47355	47981	48659	49387	50165	51083	51941	52939	53977	55056	56177	57340	58545	59793	61295	50551
47W	47580	48155	48781	49459	50187	50965	51883	52741	53739	54777	55856	56977	58140	59345	60593	62095	51151
48W	48380	48955	49581	50259	50987	51765	52683	53541	54539	55577	56656	57777	58940	60145	61393	62895	51751
49W	49180	49755	50381	51059	51787	52565	53483	54341	55339	56377	57456	58577	59740	60945	62193	63695	52351
50W	49980	50555	51181	51859	52587	53365	54283	55141	56139	57177	58256	59377	60540	61745	62993	64495	52951

Steps are renumbered since 2002 (OLD STEP # / NEW STEP #)
 *New steps 2, 4 and 6 apply only to employees hired on or after August 20, 1999

2007 UPSEU WHITE COLLAR - "W" SCALE

GRADE	STEP		STEP		STEP		STEP		STEP		STEP		STEP		STEP		STEP		STEP		STEP	
	OLD	NEW	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
8W	16486	17004	17522	18123	18724	19324	19924	20524	21124	21724	22324	22924	23524	24124	24724	25324	25924	26524	27124	27724	28324	28924
9W	16930	17468	18006	18617	19233	19848	20464	21080	21695	22311	22926	23541	24156	24771	25386	26001	26616	27231	27846	28461	29076	29691
10W	17388	17942	18506	19158	19799	20439	21078	21717	22356	22995	23634	24273	24912	25551	26190	26829	27468	28107	28746	29385	30024	30663
11W	17887	18488	19099	19799	20399	21099	21699	22299	22899	23499	24099	24699	25299	25899	26499	27099	27699	28299	28899	29499	30099	30699
12W	18387	19014	19640	20337	21034	21731	22428	23125	23822	24519	25216	25913	26610	27307	28004	28701	29398	30095	30792	31489	32186	32883
13W	18887	19586	20284	21005	21727	22448	23169	23890	24611	25332	26053	26774	27495	28216	28937	29658	30379	31100	31821	32542	33263	33984
14W	19488	20222	20955	21713	22471	23229	23987	24745	25503	26261	27019	27777	28535	29293	30051	30809	31567	32325	33083	33841	34599	35357
15W	20139	20907	21674	22458	23241	24024	24807	25590	26373	27156	27939	28722	29505	30288	31071	31854	32637	33420	34203	34986	35769	36552
16W	20809	21622	22435	23248	24061	24874	25687	26499	27312	28125	28938	29751	30564	31377	32190	33003	33816	34629	35442	36255	37068	37881
17W	21533	22383	23233	24083	24933	25783	26633	27483	28333	29183	30033	30883	31733	32583	33433	34283	35133	35983	36833	37683	38533	39383
18W	22298	23196	24093	24990	25887	26784	27681	28578	29475	30372	31269	32166	33063	33960	34857	35754	36651	37548	38445	39342	40239	41136
19W	23105	24048	24990	25932	26874	27816	28758	29700	30642	31584	32526	33468	34410	35352	36294	37236	38178	39120	40062	41004	41946	42888
20W	23986	24968	25950	26932	27914	28896	29878	30860	31842	32824	33806	34788	35770	36752	37734	38716	39698	40680	41662	42644	43626	44608
21W	24871	25897	26923	27949	28975	29999	31024	32048	33072	34096	35120	36144	37168	38192	39216	40240	41264	42288	43312	44336	45360	46384
22W	25810	26885	27960	29035	30110	31185	32260	33335	34410	35485	36560	37635	38710	39785	40860	41935	43010	44085	45160	46235	47310	48385
23W	26815	27943	29071	30199	31327	32455	33583	34711	35839	36967	38095	39223	40351	41479	42607	43735	44863	45991	47119	48247	49375	50503
24W	27826	29011	30196	31381	32566	33751	34936	36121	37306	38491	39676	40861	42046	43231	44416	45601	46786	47971	49156	50341	51526	52711
25W	28950	30184	31418	32652	33886	35120	36354	37588	38822	40056	41290	42524	43758	44992	46226	47460	48694	49928	51162	52396	53630	54864
26W	30091	31369	32647	33925	35203	36481	37759	39037	40315	41593	42871	44149	45427	46705	47983	49261	50539	51817	53095	54373	55651	56929
27W	31283	32649	34015	35381	36747	38113	39479	40845	42211	43577	44943	46309	47675	49041	50407	51773	53139	54505	55871	57237	58603	59969
28W	32536	33966	35396	36826	38256	39686	41116	42546	43976	45406	46836	48266	49696	51126	52556	53986	55416	56846	58276	59706	61136	62566
29W	33812	35257	36702	38147	39592	41037	42482	43927	45372	46817	48262	49707	51152	52597	54042	55487	56932	58377	59822	61267	62712	64157
30W	35291	36736	38181	39626	41071	42516	43961	45406	46851	48296	49741	51186	52631	54076	55521	56966	58411	59856	61301	62746	64191	65636
31W	36846	38291	39736	41181	42626	44071	45516	46961	48406	49851	51296	52741	54186	55631	57076	58521	59966	61411	62856	64301	65746	67191
32W	37829	39281	40733	42185	43637	45089	46541	47993	49445	50897	52349	53801	55253	56705	58157	59609	61061	62513	63965	65417	66869	68321
33W	39121	40573	42025	43477	44929	46381	47833	49285	50737	52189	53641	55093	56545	58000	59450	60900	62350	63800	65250	66700	68150	69600
34W	40504	42052	43500	44948	46396	47844	49292	50740	52188	53636	55084	56532	57980	59428	60876	62324	63772	65220	66668	68116	69564	71012
35W	41948	43561	45174	46787	48399	50012	51624	53236	54848	56460	58072	59684	61296	62908	64520	66132	67744	69356	70968	72580	74192	75804
36W	43438	45123	46807	48492	50177	51862	53547	55232	56917	58602	60287	61972	63657	65342	67027	68712	70397	72082	73767	75452	77137	78822
37W	44973	46728	48483	50238	52000	53762	55524	57286	59048	60810	62572	64334	66096	67858	69620	71382	73144	74906	76668	78430	80192	81954
38W	46608	48464	50320	52176	54032	55888	57744	59600	61456	63312	65168	67024	68880	70736	72592	74448	76304	78160	80016	81872	83728	85584
39W	48327	50246	52165	54084	56003	57922	59841	61760	63679	65598	67517	69436	71355	73274	75193	77112	79031	80950	82869	84788	86707	88626
40W	50079	52097	54115	56133	58151	60169	62187	64205	66223	68241	70259	72277	74295	76313	78331	80349	82367	84385	86403	88421	90439	92457
41W	52005	54107	56209	58311	60413	62515	64617	66719	68821	70923	73025	75127	77229	79331	81433	83535	85637	87739	89841	91943	94045	96147
42W	53941	56162	58383	60604	62825	65046	67267	69488	71709	73930	76151	78372	80593	82814	85035	87256	89477	91698	93919	96140	98361	100582
43W	56020	58338	60656	62974	65292	67610	69928	72246	74564	76882	79200	81518	83836	86154	88472	90790	93108	95426	97744	100062	102380	104698
44W	58199	60525	62851	65177	67503	69829	72155	74481	76807	79133	81459	83785	86111	88437	90763	93089	95415	97741	100067	102393	104719	107045
45W	60529	62955	65381	67807	70233	72659	75085	77511	79937	82363	84789	87215	89641	92067	94493	96919	99345	101771	104197	106623	109049	111475
46W	62959	65485	68011	70537	73063	75589	78115	80641	83167	85693	88219	90745	93271	95797	98323	100849	103375	105901	108427	110953	113479	116005
47W	65435	68008	70581	73154	75727	78300	80873	83446	86019	88592	91165	93738	96311	98884	101457	104030	106603	109176	111749	114322	116895	119468
48W	68062	70775	73487	76199	78911	81623	84335	87047	89759	92471	95183	97895	100607	103319	106031	108743	111455	114167	116879	119591	122303	125015
49W	70835	73689	76543	79397	82251	85105	87959	90813	93667	96521	99375	102229	105083	107937	110791	113645	116499	119353	122207	125061	127915	130769
50W	73756	76665	80161	83657	87153	90649	94145	97641	101137	104633	108129	111625	115121	118617	122113	125609	129105	132601	136097	139593	143089	146585

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GRADE	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18
8W	16651	17174	17697	18304	18912	19520	20128	20736	21344	21952	22560	23168	23776	24384	24992
9W	17099	17640	18181	18803	19425	20047	20669	21291	21913	22535	23157	23779	24401	25023	25645
10W	17543	18121	18699	19347	19995	20643	21291	21939	22587	23235	23883	24531	25179	25827	26475
11W	18046	18663	19280	19937	20604	21281	21958	22635	23312	23989	24666	25343	26020	26697	27374
12W	18550	19204	19858	20541	21244	21947	22650	23353	24056	24759	25462	26165	26868	27571	28274
13W	19104	19795	20486	21215	21944	22686	23428	24170	24912	25654	26396	27138	27880	28622	29364
14W	19684	20424	21165	21930	22688	23473	24258	25043	25828	26613	27398	28183	28968	29753	30538
15W	20341	21116	21891	22686	23473	24304	25091	25878	26665	27452	28239	29026	29813	30600	31387
16W	21017	21838	22659	23481	24304	25127	25950	26773	27596	28419	29242	30065	30888	31711	32534
17W	21749	22617	23485	24343	25201	26059	26917	27775	28633	29491	30349	31207	32065	32923	33781
18W	22521	23427	24334	25221	26109	26997	27885	28773	29661	30549	31437	32325	33213	34101	34989
19W	23337	24288	25239	26167	27076	27985	28894	29803	30712	31621	32530	33439	34348	35257	36166
20W	24224	25216	26211	27162	28113	29064	30015	30966	31917	32868	33819	34770	35721	36672	37623
21W	25120	26156	27191	28173	29155	30137	31119	32101	33083	34065	35047	36029	37011	37993	38975
22W	26059	27164	28259	29284	30309	31334	32359	33384	34409	35434	36459	37484	38509	39534	40559
23W	27084	28223	29362	30421	31481	32541	33601	34661	35721	36781	37841	38901	39961	41021	42081
24W	28104	29301	30498	31600	32702	33804	34906	36008	37110	38212	39314	40416	41518	42620	43722
25W	29239	30488	31732	32870	34008	35146	36284	37422	38560	39698	40836	41974	43112	44250	45388
26W	30392	31710	33028	34220	35413	36606	37799	38992	40185	41378	42571	43764	44957	46150	47343
27W	31566	32975	34355	35591	36827	38063	39299	40535	41771	43007	44243	45479	46715	47951	49187
28W	32881	34225	35568	36820	38051	39282	40513	41744	42975	44206	45437	46668	47899	49130	50361
29W	34251	35609	36968	38205	39442	40679	41916	43153	44390	45627	46864	48101	49338	50575	51812
30W	35644	36999	38353	39596	40838	42081	43324	44567	45810	47053	48296	49539	50782	52025	53268
31W	36912	38304	39697	40970	42242	43514	44786	46058	47330	48602	49874	51146	52418	53690	54962
32W	38206	39653	41099	42412	43726	45040	46354	47668	48982	50296	51610	52924	54238	55552	56866
33W	39612	41023	42433	43843	45254	46664	48074	49484	50894	52304	53714	55124	56534	57944	59354
34W	40909	42473	44036	45438	46842	48246	49650	51054	52458	53862	55266	56670	58074	59478	60882
35W	42367	43896	45425	46826	48229	49633	51037	52441	53845	55249	56653	58057	59461	60865	62269
36W	43872	45474	47075	48478	49881	51284	52687	54090	55493	56896	58299	59702	61105	62508	63911
37W	45423	47198	48968	50528	52087	53647	55206	56765	58324	59883	61442	63001	64560	66119	67678
38W	47074	48938	50803	52430	54057	55684	57311	58938	60565	62192	63819	65446	67073	68700	70327
39W	48810	50748	52686	54389	56051	57713	59375	61037	62699	64361	66023	67685	69347	71009	72671
40W	50580	52618	54656	56414	58171	59929	61687	63445	65203	66961	68719	70477	72235	73993	75751
41W	52525	54648	56771	58593	60416	62238	64061	65883	67706	69528	71351	73173	74996	76818	78641
42W	54481	56681	58871	60874	62822	64770	66718	68666	70614	72562	74510	76458	78406	80354	82302
43W	56581	58921	61262	63603	65944	68285	70626	72967	75308	77649	79990	82331	84672	87013	89354
44W	58781	61232	63683	66134	68585	71036	73487	75938	78389	80840	83291	85742	88193	90644	93095
45W	61134	63685	66236	68787	71338	73889	76440	78991	81542	84093	86644	89195	91746	94297	96848
46W	63539	66214	68889	71524	74159	76794	79429	82064	84699	87334	89969	92604	95239	97874	100509
47W	66090	68891	71692	74522	77353	80184	83015	85846	88677	91508	94339	97170	100001	102832	105663
48W	68743	71686	74629	77659	80690	83721	86752	89783	92814	95845	98876	101907	104938	107969	110999
49W	71448	74628	77712	80251	82789	85328	87867	90406	92945	95484	98023	100562	103101	105640	108179
50W	74486	77726	80953	83599	86245	88891	91537	94183	96829	99475	102121	104767	107413	110059	112705

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2009 UPSEU WHITE COLLAR - "W" SCALE

GRADE OLD NEW	STEP 4	STEP 5*	STEP 6	STEP 7*	STEP 8	STEP 9*	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18
8W	16818	17346	17874	18402	18930	19458	19986	20514	21042	21570	22098	22626	23154	23682	24210
9W	17270	17800	18330	18860	19390	19920	20450	20980	21510	22040	22570	23100	23630	24160	24690
10W	17718	18302	18886	19470	20054	20638	21222	21806	22390	22974	23558	24142	24726	25310	25894
11W	18228	18936	19644	20352	21060	21768	22476	23184	23892	24600	25308	26016	26724	27432	28140
12W	18736	19596	20456	21316	22176	23036	23896	24756	25616	26476	27336	28196	29056	29916	30776
13W	19295	19993	20691	21389	22087	22785	23483	24181	24879	25577	26275	26973	27671	28369	29067
14W	19881	20644	21407	22169	22932	23694	24456	25218	25980	26742	27504	28266	29028	29790	30552
15W	20544	21327	22110	22893	23676	24459	25242	26025	26808	27591	28374	29157	29940	30723	31506
16W	21227	22066	22886	23706	24526	25346	26166	26986	27806	28626	29446	30266	31086	31906	32726
17W	21966	22843	23720	24597	25474	26351	27228	28105	28982	29859	30736	31613	32490	33367	34244
18W	22748	23682	24578	25474	26370	27266	28162	29058	29954	30850	31746	32642	33538	34434	35330
19W	23571	24531	25492	26452	27412	28372	29332	30292	31252	32212	33172	34132	35092	36052	37012
20W	24487	25470	26453	27436	28419	29402	30385	31368	32351	33334	34317	35300	36283	37266	38249
21W	25371	26417	27463	28509	29555	30601	31647	32693	33739	34785	35831	36877	37923	38969	40015
22W	26329	27435	28542	29648	30754	31860	32966	34072	35178	36284	37390	38496	39602	40708	41814
23W	27354	28505	29694	30903	32112	33321	34530	35739	36948	38157	39366	40575	41784	42993	44202
24W	28386	30791	32049	33368	34687	36006	37325	38644	39963	41282	42601	43920	45239	46558	47877
25W	29532	30791	32049	33368	34687	36006	37325	38644	39963	41282	42601	43920	45239	46558	47877
26W	30898	32027	33356	34685	36014	37343	38672	40001	41330	42659	43988	45317	46646	47975	49304
27W	31912	33305	34698	36091	37484	38877	40270	41663	43056	44449	45842	47235	48628	50021	51414
28W	34594	36965	39336	41707	44078	46449	48820	51191	53562	55933	58304	60675	63046	65417	67788
29W	36001	37368	38735	40102	41469	42836	44203	45570	46937	48304	49671	51038	52405	53772	55139
30W	37281	38687	40094	41499	42904	44309	45714	47119	48524	49929	51334	52739	54144	55549	56954
31W	38890	40660	42430	44200	45970	47740	49510	51280	53050	54820	56590	58360	60130	61900	63670
32W	39897	41433	42969	44505	46041	47577	49113	50649	52185	53721	55257	56793	58329	59865	61401
33W	41319	42897	44476	46054	47632	49210	50788	52366	53944	55522	57100	58678	60256	61834	63412
34W	42741	44366	45991	47616	49241	50866	52491	54116	55741	57366	58991	60616	62241	63866	65491
35W	44311	46029	47748	49467	51186	52905	54624	56343	58062	59781	61500	63219	64938	66657	68376
36W	45877	47688	49499	51310	53121	54932	56743	58554	60365	62176	63987	65798	67609	69420	71231
37W	47544	49428	51312	53196	55080	56964	58848	60732	62616	64500	66384	68268	70152	72036	73920
38W	49298	51266	53234	55202	57170	59138	61106	63074	65042	67010	68978	70946	72914	74882	76850
39W	51088	53144	55200	57256	59312	61368	63424	65480	67536	69592	71648	73704	75760	77816	79872
40W	52950	55094	57238	59382	61526	63670	65814	67958	70102	72246	74390	76534	78678	80822	82966
41W	55028	57290	59552	61814	64076	66338	68600	70862	73124	75386	77648	79910	82172	84434	86696
42W	57148	59510	61872	64234	66596	68958	71320	73682	76044	78406	80768	83130	85492	87854	90216
43W	59369	61844	64319	66794	69269	71744	74219	76694	79169	81644	84119	86594	89069	91544	94019
44W	61745	64322	66899	69476	72053	74630	77207	79784	82361	84938	87515	90092	92669	95246	97823
45W	64174	66877	69580	72283	75086	77889	80692	83495	86298	89101	91904	94707	97510	100313	103116
46W	66751	69534	72317	75100	77883	80666	83449	86232	89015	91798	94581	97364	100147	102930	105713
47W	69430	72401	75372	78343	81314	84285	87256	90227	93198	96169	99140	102111	105082	108053	111024
48W	72268	75374	78480	81586	84692	87798	90904	94010	97116	100222	103328	106434	109540	112646	115752
49W	75241	78602	81963	85324	88685	92046	95407	98768	102129	105490	108851	112212	115573	118934	122295
50W	78602	82063	85524	88985	92446	95907	99368	102829	106290	109751	113212	116673	120134	123595	127056

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ZUTU UMBEU WHITE COLLAR - "W" SCALE

GRADE	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18
8W	16986	17519	18053	18672	19292	20013	20733	21407	22103	22821	23620	24565	25547	26569	27632
9W	17443	17995	18547	19181	19816	20553	21290	22062	22897	23734	24655	25625	26634	27683	28774
10W	17895	18465	19047	19736	20437	21164	21939	22764	23640	24567	25545	26574	27654	28785	29968
11W	18406	19028	19667	20332	21017	21711	22416	23133	23863	24607	25366	26140	26929	27734	28565
12W	18923	19623	20336	21074	21832	22603	23387	24185	25000	25831	26677	27539	28417	29311	30232
13W	19488	20188	20898	21642	22415	23206	24015	24843	25691	26550	27419	28300	29193	30108	31045
14W	20078	20835	21590	22371	23182	24015	24869	25745	26643	27563	28495	29439	30395	31363	32354
15W	20750	21540	22331	23136	23945	24778	25634	26513	27415	28339	29285	30253	31243	32255	33289
16W	21439	22277	23115	23953	24822	25723	26646	27592	28561	29552	30565	31599	32654	33730	34828
17W	22186	23071	23957	24833	25748	26693	27668	28674	29701	30749	31818	32909	34022	35157	36314
18W	22806	23778	24747	25708	26713	27754	28821	29914	31025	32147	33280	34435	35612	36811	38032
19W	23406	24429	25489	26588	27727	28906	30116	31357	32619	33903	35209	36537	37887	39259	40664
20W	24011	25119	26267	27456	28687	29959	31272	32617	34005	35427	36883	38363	39867	41396	42951
21W	24626	25813	27040	28317	29635	31004	32415	33869	35367	36909	38486	40099	41747	43430	45149
22W	25251	26527	27844	29211	30629	32100	33615	35175	36779	38427	40120	41849	43614	45416	47250
23W	25886	27252	28669	30136	31654	33233	34863	36534	38247	39993	41782	43615	45484	47398	49357
24W	26531	27997	29514	31081	32708	34397	36138	37921	39746	41614	43527	45475	47458	49486	51559
25W	27186	28752	30369	32036	33763	35552	37393	39276	41203	43175	45188	47242	49337	51474	53644
26W	27851	29517	31234	32991	34808	36687	38628	40631	42686	44785	46929	49118	51352	53631	55945
27W	28526	30332	32189	34086	36023	38002	40033	42125	44269	46457	48690	50968	53291	55659	58073
28W	29211	31157	33154	35191	37278	39415	41602	43839	46126	48463	50850	53287	55774	58311	60898
29W	29906	31992	34139	36336	38583	40880	43227	45624	48071	50568	53115	55712	58359	61056	63803
30W	30621	32817	35124	37471	39868	42315	44812	47359	49956	52603	55300	58047	60844	63691	66588
31W	31346	33692	36149	38646	41193	43790	46437	49134	51881	54678	57525	60422	63369	66366	69413
32W	32091	34587	37194	39841	42538	45285	48082	50929	53826	56773	59770	62817	65914	69061	72258
33W	32846	35492	38249	41046	43893	46790	49737	52734	55781	58878	62025	65222	68469	71766	75113
34W	33611	36407	39304	42251	45248	48295	51392	54539	57736	60983	64280	67627	71024	74471	78018
35W	34386	37382	40479	43626	46823	49970	53167	56414	59711	63058	66455	69902	73499	77146	80843
36W	35171	38267	41464	44761	48058	51355	54702	58109	61566	65073	68630	72237	75894	79601	83358
37W	35966	39162	42459	45856	49253	52650	56147	59744	63441	67138	70935	74832	78829	82926	87123
38W	36781	40077	43474	46971	50468	54065	57762	61559	65456	69453	73550	77747	82044	86441	90938
39W	37606	41002	44599	48296	52093	55990	59987	64084	68281	72578	76975	81472	86069	90766	95563
40W	38451	42047	45744	49541	53438	57435	61532	65729	70026	74423	78920	83517	88214	93011	97908
41W	39306	43002	46899	50796	54793	58990	63287	67684	72181	76778	81475	86272	91169	96166	101363
42W	40171	44167	48264	52361	56558	60855	65252	69749	74446	79243	84140	89137	94234	99431	104828
43W	41046	45242	49539	53836	58233	62730	67327	72024	76821	81718	86715	91812	97009	102306	107703
44W	41941	46337	50734	55131	59628	64325	69122	74019	79016	84113	89310	94607	100004	105491	111178
45W	42856	47452	51949	56446	61043	65840	70737	75734	80831	86028	91325	96722	102219	107816	113513
46W	43781	48577	53174	57771	62568	67465	72462	77559	82756	88053	93450	98947	104544	110241	116038
47W	44726	49622	54319	59016	63813	68710	73707	78804	83991	89278	94665	100152	105839	111626	117513
48W	45691	50687	55584	60481	65478	70575	75772	81069	86466	91963	97560	103257	109054	114951	120948
49W	46676	51772	56869	61866	67063	72360	77757	83254	88851	94548	100345	106342	112439	118646	124953
50W	47681	52868	58165	63262	68559	73956	79453	85050	90747	96544	102441	108538	114735	121032	127429

*Steps are renumbered since 2002 (OLD STEP # / NEW STEP #)

*New steps 2, 4 and 6 apply only to employees hired on or after August 20, 1999