



Onondaga County Legislature

DEBORAH L. MATURO
Clerk

J. RYAN McMAHON, II
Chairman

KATHERINE M. FRENCH
Deputy Clerk

401 Montgomery Street • Court House • Room 407 • Syracuse, New York 13202

Phone: 315.435.2070 Fax: 315.435.8434

www.ongov.net

RESOLUTIONS NOS. 132 - 138

OFFICE OF THE CLERK

October 3, 2017

Listed below are the resolutions to be presented to the County Legislature at the October Session. The meeting will be held at **1:00 p.m. on Tuesday, October 3, 2017.**

- A. CALL TO ORDER
- B. CALLING OF ROLL MEMBERS
- C. INVOCATION – **Ms. Cody**
- D. SALUTE TO FLAG – **Mr. Plochocki**
- E. READING OF MINUTES
- F. APPROVAL OF MINUTES
- G. PRESENTATION OF COMMUNICATIONS
 1. **Public Comment**
- H. REPORTS OF STANDING COMMITTEES
- I. REPORTS OF SPECIAL COMMITTEES
- J. CALL OF RESPECTIVE LEGISLATIVE DISTRICTS (District No. 5)

6TH DISTRICT – MR. PLOCHOCKI – ENVIRONMENTAL PROTECTION

1. **NO. 132** A Resolution Calling for a Public Hearing in Connection with Proposals to Support Green and Innovative Infrastructure Projects to Benefit the Onondaga County Sanitary District (16-0-1 Jordan)

12TH DISTRICT – MR. KNAPP

2. **NO. 133** Confirming Appointments and Reappointments to the Onondaga County Fire Advisory Board (Kevin J. Purdy, Warren J. Virgil, Michael Becallo, David J. Brewster, Gregory Van Dyke, James P. Buehler, Amy Speech) (16-0-1 Jordan)
3. **NO. 134** Authorizing Execution of Agreements for Acceptance of State of New York Highway Safety Program Funds (\$115,000) (16-0-1 Jordan)
4. **NO. 135** Accepting and Approving the Contract between Onondaga County and the New York State Nurses Association (16-0-1 Jordan)

13TH DISTRICT – MR. SHEPARD – PLANNING AND ECONOMIC DEVELOPMENT

5. **NO. 136** Amending the 2017 County Budget to Make Surplus Room Occupancy Funding Available for use in Support of the Landmark Theatre (\$50,000) (16-0-1 Jordan)

15TH DISTRICT – MR. McMAHON

6. **NO. 137** Authorizing the Execution of Shared Services Agreements for the Provision of Various Purchasing Services by Onondaga County to the County of Oswego and the City of Oswego (16-0-1 Jordan)

4TH DISTRICT – MRS. TASSONE – COUNTY FACILITIES

7. **NO. 138** For War Memorial Capital Projects: Amending the 2017 County Budget to Make Funding Available for use, Authorizing the Execution of Agreements, and Requesting SMG to collect Additional use Fees to be Imposed on Certain Tickets for Live Events at Such Facility (17-0)

- K. UNFINISHED BUSINESS
L. ANNOUNCEMENTS FROM THE CHAIR
M. ADJOURNMENT

Respectfully submitted,



DEBORAH L. MATURO, Clerk
ONONDAGA COUNTY LEGISLATURE

ROLL CALL		OCTOBER 3, 2017 SESSION	
LEGISLATOR	PRESENT	ABSENT	
1. MAY	✓		<i>Called to order at 1:10 p.m.</i>
2. DOUGHERTY	✓		
3. BURTIS	✓		
4. TASSONE	✓		
5. CODY	✓		
6. PLOCHOCKI	✓		
7. LIEDKA	✓		
8. RYAN	✓		
9. CHASE	✓		
10. HOLMQUIST	✓		
11. KILMARTIN	✓		
12. KNAPP	✓		
13. SHEPARD	✓		
14. JORDAN *		✓	* <i>arrived later in session</i>
16. WILLIAMS	✓		
17. ERVIN	✓		
15. McMAHON	✓		
TOTAL	<i>16</i>	<i>1</i>	

October 3, 2017

Motion Made By Mr. Plochocki

RESOLUTION NO. 132

A RESOLUTION CALLING FOR A PUBLIC HEARING IN CONNECTION WITH PROPOSALS TO SUPPORT GREEN AND INNOVATIVE INFRASTRUCTURE PROJECTS TO BENEFIT THE ONONDAGA COUNTY SANITARY DISTRICT

WHEREAS, the Commissioner of Water Environment Protection of Onondaga County, pursuant to the Onondaga County Administrative Code, has prepared and submitted to said County Legislature, a report dated August 8, 2017 (the "Report"), duly approved by the County Executive, recommending projects for the benefit of the Onondaga County Sanitary District, but located outside of the Amended Consent Judgment area in accordance with Local Law No. 1-2011, as more fully set forth in the Report, at a maximum estimated cost of \$1,200,000; and

WHEREAS, communities throughout the consolidated sewer district own and operate aging wastewater conveyances that are often impacted by the inflow and infiltration of storm water into dedicated sanitary sewers during rain events; and

WHEREAS, Onondaga County's Save the Rain program has been advanced to promote the use of green and innovative technologies to mitigate the impacts of wet weather events in areas served by combined sewer systems; and

WHEREAS, by adopting Local Law No. 1-2011, Onondaga County established a program to promote capacity management of public sewers throughout the Onondaga County Sanitary District, intended to help reduce sanitary sewer overflows into our County's waterways, as well as to reduce the costs associated with managing wet weather sewer capacity; and

WHEREAS, by Resolution No. 189-2016, funding was made available to support additional green and innovative infrastructure improvements for the benefit of the Onondaga County Sanitary District, targeting municipally-sponsored projects located outside the Amended Consent Judgment area for the purpose of mitigating inflow and infiltration of storm water into the sewer system; and

WHEREAS, proposals were solicited from the several towns, villages, and city located within the Onondaga County Sanitary District, but outside of the Amended Consent Judgment area for green and innovative infrastructure projects, and such proposals were reviewed and evaluated by the Commissioner of the Department of Water Environment Protection, with recommendations on awards for successful proposals contained in the Report; and

WHEREAS, it is now desired to call a Public Hearing in accordance with the provisions of the Onondaga County Administrative Code; now, therefore be it

RESOLVED, by the County Legislature of the County of Onondaga, New York, as follows:

Section 1. A meeting of the County Legislature of the County of Onondaga, New York, shall be held in the Legislative Chambers in the County Court House, in Syracuse, New York, on the 6th day of November, 2017, at 12:58 P.M. for the purpose of conducting a hearing upon the aforesaid matter. The Clerk of said County Legislature is hereby authorized and directed to cause a notice of such public hearing to be published in the manner provided by law.

Section 2. The Commissioner of Water Environment Protection has proposed a program of improvements within his Report, at a maximum estimated cost of \$1,200,000, where such is on file with the Clerk of this Legislature.

Section 3. This resolution shall take effect immediately.

OC Suburban Grant Hearing
AMA
Med
dak

ADOPTED
OCT 03 2017

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF LEGISLATION DULY ADOPTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE 3rd DAY OF October, 2017.

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

17 AUG 23 AM 11:38

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

COMMISSIONER'S REPORT

August 8, 2017

TO: Onondaga County Legislature
Onondaga County Court House
401 Montgomery Street, Room 407
Syracuse, NY 13202

On August 8, 2017, the undersigned held a Commissioner's Hearing, open to the public, pursuant to subdivision (a) of Section 11.54 of the Onondaga County Administrative Code. The purpose of the hearing was to hear public comment on:

Authorizing various green and innovative infrastructure improvement projects located outside the Amended Consent Judgment Area as outlined in Local Law 1-2011, for the purpose of mitigating inflow and infiltration into the consolidated sanitary sewer system.

This hearing was properly posted and advertised. No one appeared to speak in opposition to the proposal. It is recommended, based upon the undersigned review of the matter, that:

1. The Legislature set a date for a public hearing on the proposal; and,
2. Said costs be recovered from the Onondaga County Sanitary District.

Respectfully submitted,



Tom Rhoads, P.E.
Commissioner



Joanne M. Mahoney
County Executive

17 AUG 22 PM 2:34

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

COUNTY OF ONONDAGA
STATE OF NEW YORK
Department of WATER ENVIRONMENT PROTECTION

In the Matter of:

AUTHORIZING VARIOUS GREEN AND INNOVATIVE
INFRASTRUCTURE IMPROVEMENT PROJECTS LOCATED
OUTSIDE THE AMENDED CONSENT JUDGMENT AREA AS
OUTLINED IN LOCAL LAW 1-2011, FOR THE PURPOSE OF
MITIGATING INFLOW AND INFILTRATION INTO THE
CONSOLIDATED SANITARY SEWER SYSTEM.

A PUBLIC HEARING in the above-matter was conducted at the Onondaga County
Department of Water Environment Protection, 3rd floor of the Administration Building,
650 Hiawatha Boulevard West, Syracuse, NY on Tuesday, August 8, 2017 at 4:00 p.m.

PRESENT: Tom Rhoads, Mary Gates

HEARING OFFICER: Tom Rhoads, P.E.

Commissioner
Department of Water Environment

Protection

I, Mary Gates, Administrative Assistant for Onondaga County, Department of Water
Environment Protection, do hereby certify that the foregoing transcript of the Public
Hearing, County of Onondaga, recorded at the time and place referenced above, is true
and accurate to the best of my knowledge, skill and ability.

Reported By: Mary Gates
Administrative Assistant

Date: 8/8/2017

Mary Gates
Mary Gates
Administrative Assistant

PUBLIC HEARING
ONONDAGA COUNTY DEPARTMENT OF WATER ENVIRONMENT
PROTECTION
TUESDAY, August 8, 2017

The following occurred at 4:10 p.m.:

Commissioner Rhoads: This is a Commissioner's Hearing to hear public comment on authorizing awards for specific green and innovative projects located outside the ACJ area; therefore,

It is 4:10 p.m., and I declare the hearing open. Are there any comments to be presented?

(No response).

Commissioner Rhoads: Since there is no one in attendance for this hearing, I present the following statement for the record:

\$1.2 million was appropriated in December 2016 for the purpose of extending the suburban green infrastructure program (SGIP) offered to municipalities outside the ACJ area to promote capacity management and reduce the impacts of inflow and infiltration. It should be noted that the Meadowbrook-Limestone service area of the City of Syracuse was included in the solicitation, due to the high occurrence of inflow and infiltration in that area. Thirteen (13) applications were received through a competitive process, totaling over \$2.9 million (list attached). Recommendations will be forwarded to the County Executive, who will, in turn, send final award recommendations to the County Legislature for approval. A public hearing will be held by the Legislature to hear comments before award of the contracts will be made.

That concludes my statement, and, as no one is in attendance, I declare this hearing to be closed.

(End of hearing at 4:15 p.m.)

* * * * *

SGIP Applications 2017 - Funding Recommendations

Municipality	WWTP Service Area	Project Name	Technology(ies)	Requested Funding	Matching Funding	I&I Reduction gal/yr	\$ per Gal	Suggested Funding	Comments
							(ranked best to worst)		
City of Syracuse	Meadowbrook/Lin	Hurlburt, Bradford, Standish	Cured in Place Pipe (CIPP) 4,000 linear feet (LF)	\$ 250,000.00		55,296,000	0.005	\$ 250,000	Very high I&I reduction metrics, high need service area (Meadowbrook Limestone)
Town of Salina	Metro WWTP	Mattydale	CIPP 5800 LF, 21 MH rehab	\$ 250,000.00	\$ 416,500.00	80,000,000	0.003	\$ 250,000	Very good I&I reduction metrics and cost effectiveness due to matching funds
Town of Geddes	Metro WWTP	Hillcrest Trunk Sewer	CIPP 1,285 LF	\$ 245,000.00	\$ 33,000.00	11,448,000	0.021	\$ 250,000	Very good I&I reduction metrics, helps resolve very critical issue in immediate service area (Hillcrest pump station).
Town of Cicero	Brewerton WWTP	Oneida Park	Pressure Test/Grout Sealing	\$ 250,000.00	\$ 8,137.00	6,189,176	0.040	\$ 250,000	Very good I&I reduction metrics, high priority service area for WEP, well thought out application and project
Village of E. Syracuse	Metro WWTP	Hartwell Ave	CIPP, MH Repairs	\$ 250,000.00	\$ 552.00	2,695,680	0.093	\$ 200,000	Good I&I reduction metrics; critical service area for WEP (Ley Creek pump station)
City of Syracuse	Meadowbrook/Limes	Syracuse MH Project	Manhole (MH) Inserts	\$ 75,500.00		1,270,000	0.059		good project, in critical area, limit of 1 project per municipality
Village of N. Syracuse	Oak Orchard WWTP	Church & S Main	Bioretention/Bioswales	\$ 206,203.00		1,845,566	0.112		
Village of Liverpool	Metro WWTP	2017 CIPP	CIPP 5,050 LF, MH Repairs, Tree Plantings	\$ 250,000.00	\$ 82,125.00	1,185,840	0.211		
Town of Dewitt	Metro WWTP	Franklin Park	Porous Pavement, Tree Trench	\$ 250,000.00		507,593	0.493		
Village of Fayetteville	Meadowbrook/Limes	Pratt Ln, E Genesee St	Porous Pavement, Bioretention, Tree Trench	\$ 245,855.00	\$ 41,115.00	338,343	0.727		
Village of Baldwinsville	BSK WWTP	Syracuse St, Curtis/Brooks/Travers	CIPP, MH Repairs, Rain Gardens, Tree Pits	\$ 250,000.00	\$ 53,000.00	(no estimate given, but expect well over the 100,000 gal/yr requirement)	2.500		
Town of Clay	Wetzel WWTP	Berrywood Rd, Bayberry	Porous Pavement	\$ 250,000.00		57,000	4.386		Cost IN-effective
Town of Van Buren	BSK WWTP	Snowdale Dr	MH Replacement, drainage improvements	\$ 170,000.00	\$ 33,000.00	No Estimate of I&I provided	Not Available		
				TOTAL REQUESTED:	\$ 2,942,558.00			Funding Proposed	\$ 1,200,000
				TOTAL AVAILABLE:	\$ 1,200,000.00				

THE POST-STANDARD

LEGAL AFFIDAVIT

INV#: 0008282081

ADVANCE

MEDIA NEW YORK

syracuse.com | THE POST-STANDARD

NYup.com

ONONDAGA COUNTY WATER ENVIRONMENT
ONON CTY WATER
650 HIAWATHA BLVD W
SYRACUSE, NY 13204

Name: ONONDAGA COUNTY WATER ENVIRONMENT

Sales Rep: Pamela Gallagher

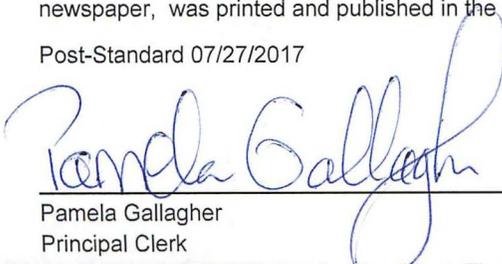
Account Number: 1004983

INV#: 0008282081

Date	Position	Description	P.O. Number	Ad Size
07/27/2017	Other Legals NY	NOTICE OF PUBLIC HEARING ONONDAGA COUNTY		1 x 107.00 CL

State of New York, County of Onondaga ss. Pamela Gallagher, of the City of Syracuse, in said County, being duly sworn, doth depose and says: this person is the Principal Clerk in the office of THE POST-STANDARD, a public newspaper, published in the City of Syracuse, Onondaga County, New York and that the notice, is an accurate and true copy of the ad as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following days, viz.:

Post-Standard 07/27/2017



Pamela Gallagher
Principal Clerk

An Authorized Designee of the President, Timothy R. Kennedy
Subscribed and sworn to before me, this 27th day of July 2017



NOTARY PUBLIC

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CONTACT PAMELA GALLAGHER AT
(315) 470-2051 OR Legals@Syracuse.com

KAREN M. MILLER BIALCZAK
Notary Public- State of New York
No. 01M:16334505
Qualified in Onondaga County
My Commission Expires:

12/21/19

Date	Position	Description	P.O. Number	Ad Size
07/27/2017	Other Legals NY	NOTICE OF PUBLIC HEARING ONONDAGA COUNTY		1 x 107.00 CL

NOTICE OF PUBLIC HEARING ONONDAGA COUNTY DEPARTMENT OF WATER ENVIRONMENT PROTECTION Notice is hereby given that, pursuant to subdivision (a) of Section 11.54 of the Onondaga County Administrative Code, the undersigned Commissioner of Water Environment Protection of the County of Onondaga, New York, will hold a public hearing at the Department of Water Environment Protection, 650 Hiawatha Boulevard West, Syracuse, New York on the 8th day of August, 2017 at 4:00 p.m. to hear all persons interested in the following proposal: Authorizing various green and innovative infrastructure improvement projects located outside the Amended Consent Judgment Area as outlined in Local Law No. 1-2011 for the purpose of mitigating inflow and infiltration into the consolidated sanitary sewer system. At such public hearing, any municipality and all persons owning property within the Onondaga County Sanitary District, or immediately adjacent thereto, shall be entitled to be heard. Onondaga County assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its program or activities on the grounds of race, color, national origin, gender or gender identity, sexual orientation, or disability as provided by county policy and pursuant to Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (P.L. 100.259), Section 504 of the Rehabilitation Act of 1973, the

1973, the Americans with Disabilities Act of 1990, as amended, and Executive Order 13166. Onondaga County further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In the event that Onondaga County distributes federal aid funds to another government entity, it will include civil rights language in all written agreements and will monitor for compliance. Please advise the Onondaga County Department of Water Environment Protection should you need any accommodation to facilitate your participation. Tom Ginestro, the contact for the Onondaga County Department of Water Environment Protection, can be contacted by telephone at (315) 435-2260, or by e-mail at tomginestro@ongov.net for more information Tom Rhoads, P.E., Commissioner.

**NOTICE OF PUBLIC HEARING
ONONDAGA COUNTY DEPARTMENT OF
WATER ENVIRONMENT PROTECTION**

Notice is hereby given that, pursuant to subdivision (a) of Section 11.54 of the Onondaga County Administrative Code, the undersigned Commissioner of Water Environment Protection of the County of Onondaga, New York, will hold a public hearing at the Department of Water Environment Protection, 650 Hiawatha Boulevard West, Syracuse, New York on the 8th day of August, 2017 at 4:00 p.m. to hear all persons interested in the following proposal:

Authorizing various green and innovative infrastructure improvement projects located outside the Amended Consent Judgment Area as outlined in Local Law No. 1-2011 for the purpose of mitigating inflow and infiltration into the consolidated sanitary sewer system.

At such public hearing, any municipality and all persons owning property within the Onondaga County Sanitary District, or immediately adjacent thereto, shall be entitled to be heard.

Onondaga County assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its program or activities on the grounds of race, color, national origin, gender or gender identity, sexual orientation, or disability as provided by county policy and pursuant to Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (P.L. 100.259), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, as amended, and Executive Order 13166. Onondaga County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In the event that Onondaga County distributes federal aid funds to another government entity, it will include civil rights language in all written agreements and will monitor for compliance.

Please advise the Onondaga County Department of Water Environment Protection should you need any accommodation to facilitate your participation. Tom Ginestro, the contact for the Onondaga County Department of Water Environment Protection, can be contacted by telephone at (315) 435-2260, or by e-mail at tomginestro@ongov.net for more information

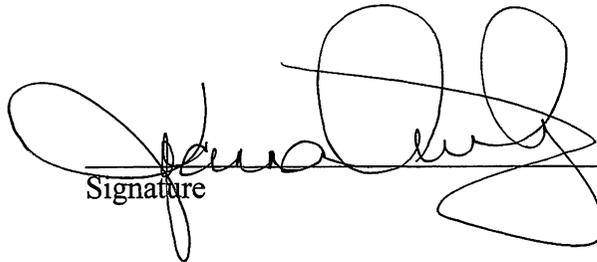
Tom Rhoads, P.E., Commissioner.

NOTICE OF PUBLIC HEARING

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS:
CITY OF SYRACUSE)

Joella Attwells being duly sworn, deposes and says: that (s)he resides in the city/town/village of LEWISTON County of ONONDAGA, New York; that (s)he is over 21 years of age; that on 7/26/17, 2017, (s)he posted the notice, copy of which is hereto annexed, in five (5) conspicuous public places within the Onondaga County Sanitary District, and that the places in which said notice was posted are as follows:

1. City Hall, City of Syracuse
2. Town Hall, Town of Dewitt
3. Town Hall, Town of Clay
4. Village Hall, Village of Manlius
5. Town Hall, Town of Geddes


Signature

Subscribed and sworn to before me
this 26 day of JULY, 2017.

ALEX L. RUSSO
NOTARY PUBLIC - STATE OF NEW YORK
No. 01RU6359922
Qualified in Onondaga County
My Commission Expires June 12, 2021

Notary Public - affix stamp

Alex Russo

1

OCTOBER 3, 2017
SESSION

	AYES:	NOES:	ABSENT	
11. KILMARTIN				
17. ERVIN				
5. CODY				
6. PLOCHOCKI				
7. LIEDKA				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
12. KNAPP				
13. SHEPARD				
14. JORDAN			✓	
16. WILLIAMS				
1. MAY				
2. DOUGHERTY				
3. BURTIS				
4. TASSONE				
15. McMAHON				
TOTAL	16	0	1	

October 3, 2017

133

Motion Made By Mr. Knapp, Mr. May, Mr. Liedka

RESOLUTION NO. _____

CONFIRMING APPOINTMENTS AND REAPPOINTMENTS TO THE ONONDAGA COUNTY FIRE ADVISORY BOARD

WHEREAS, Joanne M. Mahoney, Onondaga County Executive, has duly appointed and designated the following individuals to serve as members of the Onondaga County Fire Advisory Board:

REAPPOINTMENTS:

TERM EXPIRES:

Kevin J. Purdy
8719 Cicero Center Road
Cicero, New York 13039

December 31, 2020

Warren J. Virgil
8380 Virgil Road
Fabius, New York 13063

December 31, 2020

APPOINTMENTS:

TERM EXPIRES:

Michael Becallo
6161 Diffin Road
Cicero, New York 13039

December 31, 2020

David J. Brewster
214 Cutler Street
East Syracuse, New York 13057

December 31, 2020

Gregory VanDyke
8351 Cazenovia Road
Manlius, New York 13104

December 31, 2020

James P. Buehler
74 Fennell Street
Skaneateles, New York 13152

December 31, 2020

Amy Speach
7796 Vicki Lane
Baldwinsville, New York 13027

December 31, 2020

WHEREAS, such appointments are made consistent with the Onondaga County Charter §1903, subject to confirmation by the Onondaga County Legislature; now, therefore be it

RESOLVED, that the Onondaga County Legislature does hereby confirm the appointments and reappointments of the above individuals to serve as a members of the Onondaga County Fire Advisory Board for the term specified above or until subsequent action by the County Executive.

Fire Advisory
KMB
dak

ADOPTED
OCT 03 2017

FILED WITH CLERK
ONON. CO. LEG.

Sept. 7, 2017
KMF

17 SEP 13 AM 11:01

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF LEGISLATION DULY ADOPTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

3rd DAY OF October, 2017

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

2

OCTOBER 3, 2017
SESSION

	AYES:	NOES:	ABSENT	
11. KILMARTIN				
17. ERVIN				
5. CODY				
6. PLOCHOCKI				
7. LIEDKA				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
12. KNAPP				
13. SHEPARD				
14. JORDAN			✓	
16. WILLIAMS				
1. MAY				
2. DOUGHERTY				
3. BURTIS				
4. TASSONE				
15. McMAHON				
TOTAL	16	0	1	

3,

October 3, 2017

134

Motion Made By Mr. Knapp

RESOLUTION NO. _____

AUTHORIZING EXECUTION OF AGREEMENTS FOR ACCEPTANCE OF STATE OF NEW YORK
HIGHWAY SAFETY PROGRAM FUNDS

WHEREAS, as part of New York State's Highway Safety Program, the Governor's Traffic Safety Committee has made funds available to local partners to deliver quality traffic safety projects, services, and the Onondaga County Sheriff's Office has been selected to coordinate the local efforts for such projects, covering the period of October 1, 2017, through September 30, 2018; and

WHEREAS, such funds will pay for a full-time coordinator and educator and all other administrative costs associated with the program and it is necessary to amend the budget to accept such funds; now, therefore be it

RESOLVED, that the County Executive is hereby authorized to execute agreements and such other documents as may be reasonably necessary to implement this resolution.

2017 Traffic Safety Program
KMB
Med
dak

ADOPTED
OCT 03 2017

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF LEGISLATION DULY ADOPTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE 3rd DAY OF October, 2017

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

17 SEP -7 PM 1:01

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

3

OCTOBER 3, 2017
SESSION

	AYES:	NOES:	ABSENT	
11. KILMARTIN				
17. ERVIN				
5. CODY				
6. PLOCHOCKI				
7. LIEDKA				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
12. KNAPP				
13. SHEPARD				
14. JORDAN			✓	
16. WILLIAMS				
1. MAY				
2. DOUGHERTY				
3. BURTIS				
4. TASSONE				
15. McMAHON				
TOTAL	16	0	1	

October 3, 2017

4.
135

Motion Made By Mr. Knapp

RESOLUTION NO. _____

ACCEPTING AND APPROVING THE CONTRACT BETWEEN ONONDAGA COUNTY AND THE
NEW YORK STATE NURSES ASSOCIATION

WHEREAS, collective negotiations have been conducted between the County of Onondaga and the New York State Nurses Association (NYSNA); and

WHEREAS, pursuant to said negotiations, an agreement has been reached by the parties and been ratified by the NYSNA members; now, therefore be it

RESOLVED, that the following agreement is hereby approved and accepted as executed, to wit:

AGREEMENT
BETWEEN
ONONDAGA COUNTY
AND
THE NEW YORK STATE NURSES ASSOCIATION
January 1, 2014 – December 31, 2020

and, be it further

RESOLVED, that retroactivity shall be applicable only as specified therein.

NYSNA contract 2014-2020
AMA
dak



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF LEGISLATION DULY ADOPTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE 3rd DAY OF October, 2017.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

17 SEP 25 AM 8:58

RECEIVED
ONONDAGA COUNTY
LEGISLATURE



COUNTY OF ONONDAGA DEPARTMENT OF PERSONNEL

John H. Mulroy Civic Center
421 Montgomery Street, 13th Floor
Syracuse, New York 13202-2959

Phone (315)435-3537 Fax 435-8272

TO: David Knapp, Chair, Ways and Means Committee
Members of Ways and Means Committee

FROM: Duane Owens, Commissioner

DATE: September 21, 2017

SUBJECT: Tentative Labor Agreement

Enclosed for your review and consideration is the tentative labor agreement between the County of Onondaga and the New York State Nurses Association (hereinafter "NYSNA") for the term of January 1, 2014 through December 31, 2020.

The Agreement provides for:

- Wage adjustments of 0% for 2014 with a .5% of base salary lump sum payment, 1.75% for 2015 (retroactive), 1.75% for 2016 (retroactive), 2% for 2017 (retroactive), 2% for 2018, 2% for 2019 and 2% for 2020;
- An increase in health benefits contributions by members to 16% in 2018, 18% in 2019 and 20% in 2020.
- An increase in Educational Differential Premium; and
- Modification of various other non-economic provisions of the Collective Bargaining Agreement (see attached).

The net cost of the package is approximately \$650,000.00 over the seven (7) year term of Agreement.

The Agreement has been ratified by membership vote and is now scheduled to come before you for your approval during the committee meeting scheduled for Monday, September 25, 2017.

Please contact me if you have any questions.

/aen

Enclosure

cc: Joanne M. Mahoney, County Executive
Ann Rooney, Deputy County Executive for Human Services
Mary Beth Primo, Deputy County Executive for Physical Services
William Fisher, Deputy County Executive
Steven Morgan, Chief Fiscal Officer
Ryan McMahan, Chairman, Onondaga County Legislature
Patrick Kilmartin, Floor Leader, Onondaga County Legislature
Linda Ervin, Floor Leader, Onondaga County Legislature
Debbie Maturo, Clerk of the Legislature

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MEMORANDUM OF AGREEMENT

BETWEEN

Onondaga County

AND

NEW YORK STATE NURSES ASSOCIATION

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This Memorandum of Agreement consisting of pages 1 through 14 states the County of Onondaga and the New York State Nurses Association agreement identifying the provisions of the collective bargaining agreement which the parties intend to execute. It is understood between the parties that the New York State Nurses Association will not be bound by the MOA and will not execute a collective bargaining agreement unless it is ratified by the Local Bargaining Unit.

It is further agreed and understood by the parties that any and all terms and conditions of employment of the County of Onondaga agreement and any and all subsequent memorandum of agreement, letters of understanding, or otherwise, not specifically addressed by this Memorandum of Agreement shall remain unchanged.

Upon ratification, the parties agree to execute a formal document integrating the terms of the MOA and the expired agreement.

Signed by Employer and Association

County of Onondaga

By: [Signature]

Date: 9/8/17

NEW YORK STATE NURSES ASSOCIATION

By: [Signature]

Date: 9/8/17

Negotiating Team Members:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Brenda M. Dano

FINAL TENTATIVE AGREEMENT

BETWEEN

COUNTY OF ONONDAGA ("COUNTY")

AND

NEW YORK STATE NURSES ASSOCIATION ("ASSOCIATION")

September 8, 2017

This final tentative agreement will set the terms for a new collective bargaining agreement, subject to ratification by the bargaining unit and ratification/adoption by the County Legislature. Any and all terms of the most recently expired collective bargaining agreement not specifically addressed in this Final Tentative Agreement shall remain unchanged. All proposals made by either party that are not addressed in this final tentative agreement are withdrawn. The terms of this final tentative agreement shall be effective as of the date of adoption by the Onondaga County Legislature and will not be retroactive except as specifically stated below.

The Association and its bargaining committee will recommend ratification of this Final Tentative Agreement to the membership.

1. ARTICLE 23 – Health Benefits

Effective January 1, 2018, Article 23(A) will be replaced with the following language. The health benefit program options that were available to members prior to January 1, 2018 will no longer be available as of this date. Effective January 1, 2018, Appendix "I" of the Collective Bargaining Agreement will be deleted. Article 23 (B), (C), (D), (E), (F) will remain unchanged.

A. Health Benefits Program

The County agrees to provide health benefits coverage to regular full-time and regular part-time members of the bargaining unit who submit the requisite enrollment card under the OnPoint 25 health benefits program (hereinafter called "program") established by the Onondaga County Health Care Coalition ("OCHCC"). (For clarity purposes, the OnPoint 25 program is the new OnPoint plan design developed by the Onondaga County Health Care Coalition and applicable to other County employees.)

The County will notify the New York State Nurses Association forty-five (45) calendar days prior to the termination of the program and agrees to continue to provide equivalent health benefits to the covered employees. Any change in the level of employee contributions or co-pays, except as set forth herein, shall be subject to mutual agreement between the Employer and the Association.

Enrolled members shall contribute the following percentage amounts, per month, of the premium equivalent rates established for the program (which includes prescription drug portion of the

program and all other portions of the program) regardless of the level of coverage elected by the member:

- 16% effective 1/1/18;
- 18% effective 1/1/19; and
- 20% effective 12/31/19.

The Employer shall collect such contributions by payroll deductions.

The program shall establish eligibility for health benefit coverage on the first day of the fourth (4th) month following the date of active full-time or part-time employment. The program shall provide that health benefit coverage shall terminate at the end of the calendar month in which eligibility terminates.

In the event that an employee believes that

- (a) the amount paid on a claim, in whole or in part, submitted by the employee or dependent or by the provider on their behalf is incorrect or;
- (b) the rejection of a claim, in whole or in part, submitted by an employee or dependent or by a provider on their behalf as a non-covered service is incorrect;
- (c) the rejection of a claim, in whole or in part, submitted by an employee or dependent or by a provider on their behalf as a non-covered individual;
- (d) that the assessment of a reduction in benefits under the pre-certification requirement is incorrect;

The Association may initiate a grievance on behalf of the employee at Step 2 of Section 25 Grievance and Arbitration Procedure within ten (10) working days from the date the employee received the decision from the program.

If the Association and the County mutually agree that discussions on potential health insurance changes would be beneficial, the parties will meet upon such mutual agreement during calendar year 2020 to discuss the subject of health insurance. If the Association and the County mutually agree to meet for this purpose, and no agreement is reached to change the contractual health insurance provisions as a result of such discussion, the parties will have no obligation to enter into formal negotiations or to participate in statutory impasse procedures.

2. APPENDIX A – Salaries

For calendar year 2014, bargaining unit employees who were employed during calendar year 2014 and remain actively employed in the bargaining unit on the payout date will receive a lump sum payment equal to .5% of their total calendar year 2014 earned wages. There is no salary increase for 2014.

Salary increases during the term of this Agreement as follows:

January 1, 2015 (effective the first full pay period commencing on or after January 1, 2015) – 1.75% (retroactive pay for eligible employees on hours worked during calendar year 2015)

January 1, 2016 (effective the first full pay period-commencing on or after January 1, 2016) – 1.75% (retroactive pay for eligible employees on hours worked during calendar year 2016)

January 1, 2017 (effective the first full pay period-commencing on or after January 1, 2017) – 2% (retroactive pay for eligible employees on hours worked during calendar year 2017 before the 2% wage increase went into effect after ratification/approval)

January 1, 2018 (effective the first full pay period-commencing on or after January 1, 2018) – 2%

January 1, 2019 (effective the first full pay period-commencing on or after January 1, 2019) – 2%

January 1, 2020 (effective the first full pay period-commencing on or after January 1, 2020) – 2%

An employee who is eligible for retroactive pay must remain actively employed in the bargaining unit on the payout date in order to receive retroactive pay.

3. ARTICLE 15 – Longevity Premium

This entire article is deleted from the contract.

4. ARTICLE 21.06 – Sick Leave

The ninth (9th) paragraph of Article 21.06 is replaced with the following:

“In the following instances, a physician’s statement verifying of the employee’s incapacity or inability to perform the job duties shall be required:

- a. Absence of three (3) consecutive work days or more;
- b. Sick leave taken on a day(s) where paid leave credits or absence(s) have been previously requested and disapproved;
- c. Sick leave taken immediately preceding or following approved leave or holidays;
- d. Unverified absences in excess of seven (7) days (or the equivalent in hours) in a calendar year.

If the employee fails to submit sufficient proof of illness when required to do so, or in the Department Head’s judgment the submitted proof does not justify the employee’s absence, such absence shall be considered time off without pay.”

5. Signed Tentative Agreements

Effective upon adoption of this Agreement by the Legislature, the Tentative Agreements signed by the parties in these negotiations are included in this contract. The signed Tentative Agreements are attached.

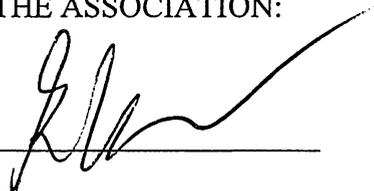
6. ARTICLE 36 - Terms of Agreement

Replace all existing language with the following:

“The terms of this Agreement and each of its provisions shall be effective as of the date of adoption by the Onondaga County Legislature and continue in full force and effect until December 31, 2020.”

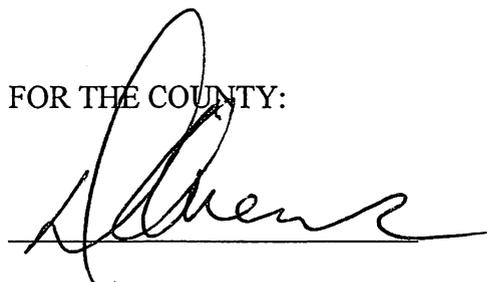
Dated: September 8, 2017

FOR THE ASSOCIATION:



A handwritten signature in black ink, appearing to be 'R. W.', written over a horizontal line.

FOR THE COUNTY:



A handwritten signature in black ink, appearing to be 'A. Chen', written over a horizontal line.

EMPLOYER NO. 2 – Delete all articles / provisions / language relating to Institutional Health Services and/or the Department of Long Term Care Services – Van Duyn Home and Hospital.

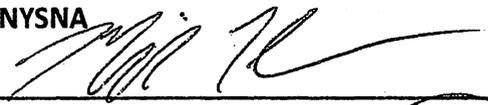
EMPLOYER NO. 4— Remove all titles specific to Institutional Health Services and/or the Department of Long Term Care Services – Van Duyn Home and Hospital:

- Assistant Head Nurse
- Assistant Nurse Supervisor (Jail/Correctional Facility)
- Head Nurse
- Nurse Practitioner (Gerontology)
- Nursing Supervisor (Jail/Correction Facility)
- Nursing Supervisor (Training)
- Patient Evaluation Assistant
- Patient Evaluation Supervisor
- Registered Nurse (Jail/Correctional Facility)

EMPLOYER NO. 9— Delete grades 3J and 4 from the salary schedule. (Appendix A)

These changes shall be effective upon ratification of this Agreement.

Tentatively agreed to on ~~6/24/14~~ 7/13/15 

NYSNA


ONONDAGA COUNTY


16 – MILEAGE AND PARKING REIMBURSEMENT

Union No. 6

Revise paragraph 3

The Employer will continue to reimburse field service personnel at the Health Department (including communicable disease and Onondaga County Justice Center staff) and the Department of Long Term Care Services - Community Services Division for incurred parking expenses up to the rate schedule established for the Onondaga County Justice Center/Everson Lot A and B or **the On-Center Garage Murbro Lot #17**, whichever is greater. In the event of an increase or decrease in the rate schedule, the Employer will adjust accordingly.

These changes shall be effective upon ratification of this Agreement.

Tentatively agreed to on ~~6/24/14~~ 7/13/15 *MTG*
CR

NYSNA


7/13/15

ONONDAGA COUNTY


7/13/15

9.02 – HEALTH DEPARTMENT/ DEPARTMENT OF LONG TERM CARE SERVICES – COMMUNITY SERVICES DIVISION

Union No. 2

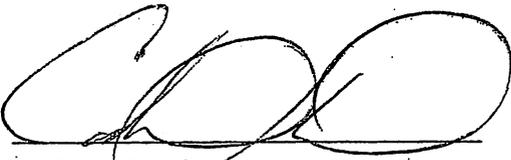
Revise

Overtime compensation premium shall be paid at the rate of time and one-half (1-1/2) the regular compensation rate for hours worked in excess of eight (8) in any workday or in excess of eighty (80) hours in any fourteen (14) day period for all regularly scheduled full-time and part-time employees covered by this Agreement.

An employee working in these units will have the option, ~~subject to the Employer's operating requirements, of receiving straight compensatory time in lieu of monetary compensation.~~ **of receiving straight compensatory time in lieu of monetary compensation for the first hour beyond 8 in any workday, and compensatory time equivalent to time and one half (1 ½) in lieu of monetary compensation for all subsequent hours in the same workday.**

An employee working in these units receiving compensatory time in accordance with the provision of this Section shall be able to accrue compensatory time of up to a maximum of forty (40) hours.

Compensatory time must be expended within twelve (12) weeks from the date on which the compensatory time is earned upon prior written request to and approval of the department head or authorized designee. In instances where an employee does not utilize earned compensatory time within the twelve (12) week period, the employee shall receive equivalent cash payment for the time requested remaining unused.



ONONDAGA COUNTY



NEW YORK STATE NURSES ASSOCIATION

11.01 – DEFINITION

Union No. 3

Revise

Effective upon ratification, an annual Educational Differential Premium shall be paid to all regularly scheduled full-time employees who possess the following academic degrees in the field of nursing from an accredited educational institution:

Baccalaureate Degree	\$150.00	\$250.00
Master's Degree	\$350.00	\$500.00
Doctorate Degree	\$500.00	\$750.00

ONONDAGA COUNTY

NEW YORK STATE NURSES ASSOCIATION

13.01 - DESIGNATION

Union No. 4

Revise

Subject to the limitations as found elsewhere in this Agreement the following legal holidays shall be observed by the County of Onondaga as days off with pay:

- | | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Lincoln's Birthday | Veteran's Day |
| Washington's Birthday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |

The provisions of this Section shall apply to regular full-time employees and ~~regular~~ part-time employees expressly limited to those regular part-time employees listed in Appendix B who were on the payroll in such status on or before September 8, 1998.

~~Eligibility for this application shall expire for any employee listed in Appendix B in the event of resignation, retirement, termination, layoff, rehire, recall or reinstatement.~~



ONONDAGA COUNTY



NEW YORK STATE NURSES ASSOCIATION

5.04 WEEKEND WORK

County No. 5

Weekend days are Saturday and Sunday. ~~For employees who work the 11:00 p.m. to 7:00 a.m. shift, the weekend shall be from 11:00 p.m. on Friday to 7:00 a.m. Sunday, except for employees of the Onondaga County Health Department assigned to the Onondaga County Justice Center or Onondaga County Correctional Facility where the weekend may also be from 11:00 p.m. on Saturday to 7:00 a.m. on Monday.~~ Other weekend days and times not to exceed 48 consecutive hours may be designated by mutual agreement between the Employer, the employee, and the Association.



ONONDAGA COUNTY



NEW YORK STATE NURSES ASSOCIATION

11

21.06 – SICK LEAVE

Union No. 8

Revise first and second paragraphs

Make
change

All regular full-time and part-time employees hired prior to August 1, 1988 shall earn on a pro rata basis ten (10) ~~days~~ sick leave days per calendar year (refer to chart in Appendix C)

All regular full-time and part-time employees hired on or after August 1, 1988 shall earn on a pro rata basis nine (9) days sick leave days per calendar year (refer to chart in Appendix C).


ONONDAGA COUNTY


NEW YORK STATE NURSES ASSOCIATION

12

21.05 – VACATION LEAVE

Union No. 7

Vacation leave shall be earned by full-time employees and by part-time employees on a pro rata basis in accordance with the following schedule:

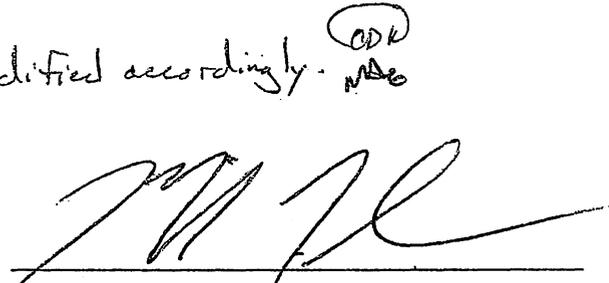
<u>Years of Service</u>	<u>Yearly Entitlement</u>
One through five	11 days
After Five and through fifteen ten years	16 days
Ten years and through fifteen years	17 days
After fifteen years	21 days

(Refer to chart in Appendix C)

↳ to be modified accordingly. ^{CDK} ~~MSB~~



ONONDAGA COUNTY



NEW YORK STATE NURSES ASSOCIATION

13

5.04 – WEEKEND WORK

Union No. 1

Employees who work weekends, will be compensated portal to portal, for not less than a minimum of one hour, or actual hours worked, whichever is greater. When the department requires an employee to schedule an appointment with less than one calendar weeks' notice, employees who work weekends will be compensated for not less than a minimum of two hours portal to portal, or actual hours worked, whichever is greater.

 12-1-15
ONONDAGA COUNTY

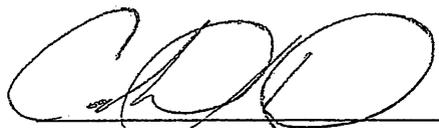
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NEW YORK STATE NURSES ASSOCIATION

14

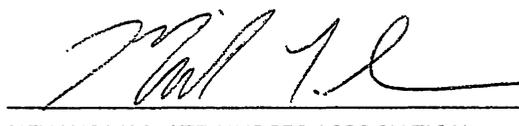
27 – HEALTH AND SAFETY

Union No. 9

Pairing of staff shall be allowed in the event that an Employee(s) feels unsafe making an assigned home visit. If such a concern arises, the Employee will notify the nursing supervisor/ program coordinator of their concern. Joint visits can be made with any combination of staff. Upon notification and approval from the nursing supervisor/ program coordinator, an Employee may also arrange visits at alternate locations.

 12-1-15

ONONDAGA COUNTY

 12/1/15

NEW YORK STATE NURSES ASSOCIATION

AGREEMENT

BETWEEN

THE COUNTY OF ONONDAGA

AND

NEW YORK STATE NURSES ASSOCIATION

January 1, 2009 – December 31, 2012

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Section 204(a) of the Civil Service Law of the State of New York, commonly referred to as the Taylor Law, requires the following paragraph to be included within any labor agreement executed between a public employer and a public employee organization.

"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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

PREAMBLE

AGREEMENT between (1) the County of Onondaga (hereinafter referred to as the "County" or "Employer" or "Administration") and (2) the New York State Nurses Association (hereinafter referred to as the "Association" or "Employees").

The County and the Association recognize their common interests beyond their collective bargaining relationship. They pledge to strive together to insure the highest quality of service and the highest standards of professional nursing care.

It is with these goals in mind that they have entered into this collective agreement which, in addition to establishing basic terms and conditions of employment, is intended to provide a model and a framework for constructive resolution of any disputes that may arise between them, as well as the means for formulating continuing programs directed at improvements of mutual concern.

1. AGREEMENT SCOPE

This Agreement constitutes the entire agreement between the County and the Association. During its life, neither party will be obligated to collectively negotiate with respect to any subject or matter referred to or covered in it or with respect to any subject or matter not specifically covered in it. In reaching this Agreement, the County and the Association have considered all matters lawfully subject to collective negotiations. This Agreement may be amended or supplemented only by further written agreement between the parties. A party desiring amendment or supplement will notify the other party in writing stating the substance of the amendment or supplement desired, but the other party will not be obliged to discuss or agree to such proposed amendment or supplement.

It is the policy of the County and the Association that the provisions of this Agreement shall be applied to all employees without regard to race, color, creed, national origin, sex, age (18-70), religion, marital status, arrest record, or disability and that neither party will discriminate in a manner contrary to law with regard to the application of the terms and conditions of the Agreement.

2. DEFINITIONS

As used herein, the following terms shall be defined as follows:

2.01 County

"County" shall mean the County of Onondaga.

2.02 Employee

"Employee" shall mean any person employed by the County of Onondaga and described in the bargaining unit pursuant to Article 3.01 of this Agreement, and who works on a regular full-time, regular part-time and per diem basis, licensed or otherwise lawfully authorized to practice as a registered nurse.

2.03 Local Representative

"Local Representative" shall mean that individual as defined by Article 3.05 contained herein.

2.04 Immediate Supervisor

"Immediate Supervisor" shall be that person of the next higher level of authority, regardless of title, who normally assigns, supervises, evaluates or approves the employee's work. The County may designate the Immediate Supervisor in a particular department if it so desires.

2.05 Department Head

"Department Head" means the person so designated pursuant to charter, Local Law, Administrative Rule and/or Code or by resolution of the County Legislature as the head of a department.

2.06 Authorized Designee

"Authorized Designee" means the person so designated by the Department Head within his/her department, institution, division, bureau and/or other administrative units for the purpose of handling grievances.

2.07 Workday

"Workday" means all days other than Saturday, Sunday or legal holidays as celebrated by the County. Saturdays, Sundays and holidays shall be excluded in computing the number of legal days in which action must be taken in any step of the grievance procedure.

2.08 Regular Full-Time Employee

"Regular Full-Time Employee" is one who occupies a line budget position and who is scheduled and works on a full-time basis for the County and is thereby entitled to all rights and benefits as covered by this Agreement.

2.09 Regular Part-Time Employee

"Regular Part-Time Employee" is one who occupies a line budget position and who is scheduled and regularly works at least one-half (1/2) of the hours scheduled per week for a regular full-time employee in a similar position. Such an employee works schedules as assigned and does not work only those hours or days which he/she may have indicated a willingness to work for personal reasons. Such an employee is eligible for these additional benefits only: institutional shift differential premium, health benefits, New York State Retirement System, Social Security, one-half (1/2) the vacation benefit and the chronic care differential premium provided for a regular full-time employee with equivalent years of continuous service, one-half (1/2) the sick leave provided for a regular full-time employee with equivalent years of continuous service, one-half (1/2) the personal leave, bereavement leave, holiday premium benefits as provided in Section 13 of this Agreement and

one-half (½) the Onondaga County Justice Center/Correctional Facility premium compensation.

Any employee covered by this Agreement who works four (4) days per week on a regularly scheduled basis shall be entitled to a pro rata share of the benefits as enumerated in the preceding paragraph.

2.10 Per Diem Employee

"Per Diem Employee" is one who does not occupy a line budget position and who is not available for assignment on the same basis as a regular full-time employee. Such an employee works schedules as agreed between him/her and the County and receives an hourly rate proportionate to the annual salary step the employee is hired into based on previous experience. Such an employee is eligible for shift differential premium and charge nurse differential premium, the Onondaga County Justice Center/Correctional Facility premium compensation on a per hour basis and premium pay for time worked on a holiday according to Section 13.03 of this Agreement, but is not eligible for any other fringe benefits.

2.11 Seniority

a. Seniority shall be defined and applied as follows:

1. Section 2.13 - Seniority Application: Positions - Seniority shall mean length of continuous service within the bargaining unit.
2. Section 4.02 - Non-Competitive Class - Seniority shall mean length of continuous service in a particular bargaining unit title.
3. For all other purposes within this Agreement where seniority is to be applied, seniority shall be defined as the date that an employee was first (1st) appointed to a regular budgeted line item position on a full-time basis, after having successfully completed a probationary period and followed by continuous service thereafter with the County.

b. Proration for Part-Time Service - All seniority set forth above shall be prorated in application to part-time employees as follows:

Part-time service shall be determined as one-half (1/2) of the service required of and calculated for a full-time employee. (Eight (8) years of part-time continuous service equals four (4) years' service for purposes of implementing this Section.) Employees working 4/5 time will accrue seniority for all time worked i.e., ten (10) years 4/5 time continuous service equals eight (8) years' service for purposes of implementing this Section.

2.12 Continuous Service

Continuous Service in the County shall be broken by any one of the following actions:

1. Resignation or quitting not followed by reinstatement;
2. Termination or suspension not followed by reinstatement;
3. Discharge or retirement;
4. Failure to notify the County following notice of recall from layoff within five (5) working days from the date of notice sent by certified or registered mail to the employee at the employee's last known address;

5. Failure to accept reinstatement from a preferred list;
6. Failure to be recalled from a preferred list within four (4) years from the date of layoff; or
7. Failure to be recalled from a layoff list within four (4) years from the date of last layoff.

2.13 Seniority Application:

Positions. When a promotional or lateral transfer vacancy occurs in a bargaining unit job title in the Non-Competitive class with the exception of entry level, grade 1 positions, or when a vacancy exists in a newly created job title allocated to the Non-Competitive class, the following procedure shall be followed in filling such positions:

1. Vacancies described above shall be filled first (1st) by qualified employees seeking lateral transfers, then by qualified employees seeking promotions. Thereafter, vacancies shall be filled at the discretion of the appointing authority. Seniority as defined in Subsection 2.11(a)1 shall be applied in the selection of qualified employees to the extent that when all other relevant factors are equal, seniority will be the determining factor.
2. Notification of appointments will be made in writing to successful and unsuccessful applicants as soon as possible.

2.14 Informational Notification.

When a vacancy occurs in a bargaining unit job title, the following procedure shall be followed:

1. An announcement for vacancies described above containing position title and posting period consistent in format and content presently in use shall be posted in nursing units and official bulletin boards.
2. Announcements shall be posted for a period of five (5) working days (not including Saturdays, Sundays and holidays) during which time employees may express their interest in the vacancy by forwarding written notification of their interest to the Office of Nursing Administration on or before 4:00 p.m. on the last day of the posting period.

2.15 Regular Compensation Rate

Is that rate reflected in the salary schedule included herein for each employee at each grade and step. Said regular compensation rate does not include any premium compensation defined herein.

2.16 Premium Compensation

Is that compensation which is in addition to the employee's regular compensation rate. Such compensation shall include: Overtime Compensation Premium, Institutional Shift Differential Premium, Educational Differential Premium, Holiday Premium, Chronic Care Differential Premium, Longevity Premium, Charge Nurse Differential Premium, On-Call Premium and Onondaga County Justice Center/Correctional Facility Premium Compensation.

3. ASSOCIATION STATUS

3.01 Recognition.

The County hereby recognizes the Association as the exclusive representative of registered nurses and persons authorized by temporary permit to practice as registered nurses employed by the County in the following titles: Registered Nurse, Assistant Head Nurse, Head Nurse, Community Health Nurse, Registered Nurse (Jail/Correctional Facility), Nursing Supervisor, Community Health Nursing Supervisor, Nursing Supervisor-Training, Nursing Supervisor (Jail/Correctional Facility), Assistant Nursing Supervisor (Jail/Correctional Facility) Nurse Practitioner (Gerontology), Nurse Practitioner (Primary Care), Nurse Practitioner (Pediatrics), Patient Evaluation Supervisor, Patient Evaluation Assistant and Community Health Nurse Clinician. This exclusive recognition shall be effective for the life of this Agreement.

3.02 Association Membership

Membership in the Association will not be a condition of employment, nor will the County discriminate in hiring or promotional opportunities or otherwise because of an employee's membership or lawful activities in the Association or his/her refusal to join such organization or participation in any such activities.

3.03 Payroll Deduction.

- A. The County will, upon thirty (30) days notice and upon receipt of a written and signed direction from each employee, deduct from the wages due such employee in any month the regular dues fixed by the Association for such month and will remit such amounts to the Association on a regular monthly basis.

An employee may revoke such payroll deduction authorization upon written thirty (30) days' notice to the County Comptroller.

- B. The New York State Nurses Association as the exclusive representative of the bargaining unit as set forth herein shall be entitled to have deductions made on a regular basis from the pay of each employee of the bargaining unit who is not a member of the Association the amount equivalent to the membership dues levied by the Association and remitted monthly to the Association in accordance with Section 208.3(b) of the New York State Civil Service Law. The Association affirms that it has adopted such procedures for refund of agency fee deduction as required by Section 208.3(b) of the New York State Civil Service Law.
- C. The Association, upon written notice to the Employer, shall have the right to audit the Employer's dues collection process including the necessary payroll records and dues deductions. The Association shall bear the full cost of such audit. The results of such audit shall be shared with the Employer and any discrepancies shall be rectified by the Employer within 30 days of said notification. Any discrepancies, limited to the authorized amounts being collected, shall be adjusted by the Employer. Refunds of excess deductions or collection of arrears with respect to affected employees shall be the sole responsibility of the Association.

3.04 Indemnification

The Association shall indemnify and save the County harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the County for the purposes of complying with Section 3.03. The Association shall promptly refund to the employee any funds received in accordance with this Agreement which are in excess of the amount of dues or other deductions which the County has agreed to deduct.

3.05 Association Business: Local Representative.

The Association will designate an employee and an alternate at the Department of Long Term Care Services, Van Duyn Division and Community Services Division, and the Health Department Public Health and Institutional Health Services (Jail/Correction) as their local representatives. These employees, the designee or the alternate and not both at the same time, after prior notice to and approval by the Department Head or his/her authorized designee shall be permitted to deal with the Employer about employment conditions and adjustments of problems arising under this Agreement at their respective facilities limited to the investigation of grievances, attendance at grievance hearings or meetings pursuant to Article 18 of this Agreement and shall suffer no loss of pay. The Association will notify the Employer in writing through the Division of Employee Relations of the representatives' designation and authority and any change in either.

3.06 Association Business: General Representative.

A duly authorized general representative of the Association and such association or other outside experts as may be required may visit the Employer's premises, by prearrangement with the Division of Employee Relations, and/or Department Head at any reasonable time to discharge the Association's duties as the collective bargaining representative.

3.07 Association Business: Bulletin Board

The Employer will provide the Association with bulletin board space on which to post (a) official Association notices and (b) notices required by law. The Association may also post such other matter as the Employer may expressly and specifically approve with a copy forwarded to the Division of Employee Relations. All such notices or other matter will be nondefamatory.

3.08 No Strike Pledge.

The Association affirms that it does not assert the right to strike nor to assist or participate in any strike, slowdown or work stoppage or other interruption of work nor to impose an obligation to conduct, assist or participate in any strike, slowdown or work stoppage.

3.09 Seniority List.

The County shall, on a semi-annual basis, furnish to the Association, with a copy to the Local Representative, a seniority list illustrating the name, address, social security number, job title and seniority date as defined in Section 2.11 for each employee covered by this Agreement.

4. PROCEDURES FOR LAYOFF

4.01 Competitive Class.

In the event of suspension or demotion upon the abolition or reduction of positions, employees whose positions are classified within the Competitive Class of the Classified Service shall be processed in accordance with the New York State Civil Service Law.

4.02 Non-Competitive Class.

In the event of suspension or demotion upon the abolition or reduction of positions, layoff, employees whose positions are classified within the NON-COMPETITIVE Class of the Classified Service shall be processed according to the following procedure:

1. Seniority shall be defined in accordance with Section 2.11(a)2 of this Agreement.
2. Upon a layoff within this bargaining unit, employees holding the same class title in a temporary or probationary status shall be first (1st) laid off in that order before any permanent employees within that class title are removed.
3. Thereafter, permanent employees holding the same class title within the County shall displace in inverse order of their seniority standing.
4. Employees displaced pursuant to (3) above shall have the right to retreat to the last held permanent title in the Non-Competitive class, if any, within their department only. The retreat process shall continue only within that department until the least senior employee in the last class title to be affected is displaced and he/she shall be laid off and there shall be no further bumping, retreat or displacement.
5. In the event that the employee is the least senior employee in the same class title and cannot displace under (4) above, he/she shall be laid off.
6. The laid off employee shall be placed on a recall list for a period not to exceed four (4) years from the date of layoff.
7. If, in the event of a layoff, the affected employee does not wish to bump into a job held by a junior employee, he/she shall be entitled to be processed as a layoff and placed upon the recall list as required by Section 6.
8. The County shall be liable for any error on an abolition or reduction of positions (layoff) only from the date of the filing of a written grievance bringing said error to the County's attention, or in the case of a recall from the filing date of a written grievance concerning said error to the date the County notifies the employee to return to work. The County, through the Division of Employee Relations, will supply the Association with the names of those individuals who are being laid off.
9. An employee who moves into a Managerial/Confidential status will have his/her seniority frozen until, and if, said employee returns to the bargaining unit. The parties further understand and agree that the affected employee shall, while in the Managerial/Confidential status have no layoff rights back into the bargaining unit and in the event that his/her

Managerial/Confidential position is abolished the Employer shall not be required nor obligated to establish, fund, or transfer said employee back into the bargaining unit.

10. If, in the event said employee moves back into the bargaining unit, his/her seniority shall accrue from the point of his/her last departure from the bargaining unit and he/she shall not receive seniority credit for service rendered while in the Managerial/Confidential status for future compliance with the procedures as outlined in these sections.
11. Recall Procedures. If, during the existence of a valid recall list, a funded vacancy which is to be filled occurs in a class title within any department or agency under the County's jurisdiction, then the laid off employee in the same class title with the most seniority and who has the ability to perform the work without further training except for orientation, will be recalled if he/she has the ability to do the work and if not, the next senior employee will be recalled and so on until the recall list is exhausted.
12. Notification of recall shall be sent to the employee by certified or registered mail to the employee's last known address. Failure of the employee to notify the County following notice of recall from layoff within five (5) working days from the date of notice sent by certified or registered mail shall be considered a refusal and the employee shall be processed as a quit and forfeit any and all recall rights.
13. Recall rights for employees on layoff will expire four (4) years from the date the employee was last laid off.
14. Temporary or probationary employees who have been laid off have no recall privileges.
15. An employee, competitive or non-competitive, who is laid off and reinstated to the class title from which he/she was laid off shall have any unused sick leave credits restored to him/her.

5. WORK TIME

5.01 Normal Workday.

A regular full-time employee's normal workday shall not exceed eight (8) consecutive hours in any one (1) twenty-four (24) hour period.

5.02 Normal Work Period.

A regular full-time institutional employee's normal work period shall not exceed eighty (80) hours in any fourteen (14) consecutive day period. Such employee shall be entitled to four (4) days off in such work period. But in no instance shall an employee be scheduled more than seven (7) days in a row unless the employee has made such a request and has been approved by the Employer.

A regular full-time Health Department or Department of Long Term Care Services-Community Services Division employee's normal work period shall not exceed forty (40) hours in five (5) workdays. Such employee shall be entitled to two (2) days off in such work period.

The Association agrees to meet and confer with County representatives on a department-by-department basis regarding the implementation of matters

such as twelve (12) hour workdays, compressed work weeks, job sharing, flextime and other areas impacted by this Article.

5.03 Work Schedule.

The Employer shall have the right to set, establish and at its discretion change or alter work schedules. Once the schedule of each employee is posted, this schedule shall be maintained until superseded by a new schedule or changed by agreement between the Employer and the employee concerned. The Employer shall strive for equitable assignment of weekend and holiday work as required.

5.04 Weekend Work.

Weekend days are Saturday and Sunday. For employees who work the 11:00 p.m. to 7:00 a.m. shift, the weekend shall be from 11:00 p.m. on Friday to 7:00 a.m. Sunday, except for employees of the Onondaga County Health Department assigned to the Onondaga County Justice Center or Onondaga County Correctional Facility where the weekend may also be from 11:00 p.m. on Saturday to 7:00 a.m. on Monday. Other weekend days and times not to exceed 48 consecutive hours may be designated by mutual agreement between the Employer, the employee, and the Association.

6. REGULAR COMPENSATION

6.01 Definition.

A regular full-time employee's regular compensation rate is that rate as defined in 2.15 and shall be paid for all worked and accrued hours unless expressly modified by this Agreement.

6.02 Applicability

1. A regular full-time employee's regular compensation rate is that rate as defined in 6.01 above and shall be paid for all worked and accrued hours unless expressly modified by this Agreement.
2. A regular part-time employee's regular compensation rate is that rate as defined in 6.01 above except upon a pro rata basis and shall be paid for all worked and applicable accrued hours unless expressly modified by this Agreement.
3. A per diem employee's regular compensation rate is that rate as defined in 2.10 and shall be paid for all worked hours unless expressly modified by this Agreement.

7. WAGES

Wages shall be paid in accordance with the Wage Schedules set forth in Appendix A of this Agreement.

8. PREMIUM COMPENSATION

8.01 Premium Compensation.

Premium Compensation shall include: Overtime Compensation Premium, Institutional Shift Differential Premium, Educational Differential Premium, Holiday Premium, Chronic Care Differential Premium, Longevity Premium,

Charge Nurse Differential Premium, On-Call Premium, and Onondaga County Justice Center/Correctional Facility Premium Compensation.

8.02 Applicability

1. One (1) or more types of such premium compensation as listed and defined herein shall be applicable to all regularly scheduled full-time employees who qualify therefore, except as limited by this Agreement.
2. One (1) or more types of such premium compensation as listed and defined herein and which is available to regular part-time employees shall be applicable to all regularly scheduled part-time employees upon a pro rata basis who qualify therefore, except as limited by this Agreement.

8.03 Premium Compensation Limitation.

Each type of compensation described above shall be considered and computed separately. At no time shall such premium compensation earned by an employee be compounded or pyramided.

9. OVERTIME COMPENSATION PREMIUM

9.01 Institutional Overtime Compensation Premium

Overtime compensation premium shall be paid at the rate of time and one-half (1-1/2) the regular compensation rate for hours worked in excess of eight (8) in any twenty-four (24) hour period (unless such work is caused by a schedule modification made at the request of the employee, e.g., a change in work shift, switching weekends off, etc.) or in excess of eighty (80) hours in any fourteen day pay period for all regularly scheduled full-time and part-time employees covered by this Agreement.

An employee working in these units will have the option, subject to the Employer's operating requirements, of receiving straight compensatory time in lieu of monetary compensation.

An employee working in these units receiving compensatory time in accordance with the provision of this Section shall be able to accrue compensatory time of up to a maximum of forty (40) hours.

Compensatory time must be expended within twelve (12) weeks from the date in which the compensatory time is earned upon prior written request to and approval of the department head or authorized designee. In instances where an employee does not utilize earned compensatory time within the twelve (12) week period, the employee shall receive equivalent cash payment for the time requested remaining unused.

9.02 Health Department/Department of Long Term Care Services - Community Services Division

Overtime compensation premium shall be paid at the rate of time and one-half (1-1/2) the regular compensation rate for hours worked in excess of eight (8) in any workday or in excess of eighty (80) hours in any fourteen (14) day period for all regularly scheduled full-time and part-time employees covered by this Agreement.

An employee working in these units will have the option, subject to the Employer's operating requirements, of receiving straight compensatory time in

lieu of monetary compensation unless there is no option due to fiscal constraints at which time overtime work shall be compensated with compensatory time at time and one-half (1-1/2).

An employee working in these units receiving compensatory time in accordance with the provision of this Section shall be able to accrue compensatory time of up to a maximum of forty (40) hours.

Compensatory time must be expended within twelve (12) weeks from the date on which the compensatory time is earned upon prior written request to and approval of the department head or authorized designee. In instances where an employee does not utilize earned compensatory time within the twelve (12) week period, the employee shall receive equivalent cash payment for the time requested remaining unused.

9.03 Accountability

The following paid accruals shall be considered as time worked for the purpose of computing overtime when such time has been approved and scheduled with twenty-four (24) or more hours notice to the Employer: holidays, vacation, personal days and sick leave days. The above accruals shall be counted separately and not be compounded as hours worked.

The holiday accrual whether worked or not shall be counted only once. Unpaid absences shall not be considered as time worked.

9.04 Limitations

There shall be no pyramiding of overtime.

10. INSTITUTIONAL SHIFT DIFFERENTIAL PREMIUM

10.01 Definition

An institutional shift differential premium of ten percent (10%) of the employee's regular compensation rate as defined herein shall be paid for all hours worked on a regularly scheduled second (2nd) and third (3rd) work shift or fractions thereof shall be computed based upon the following:

0 - 7 minutes	=	"0" minutes pay
8 - 22 minutes	=	15 minutes pay
23 - 37 minutes	=	30 minutes pay
38 - 52 minutes	=	45 minutes pay
53 - 60 minutes	=	60 minutes pay

10.02 Applicability

Such shift differential shall be applicable to all regularly scheduled full-time, part-time and per diem employees as defined herein regularly employed in the Department of Long Term Care Services - Van Duyn Division, Onondaga County Correctional Facility and Onondaga County Justice Center.

10.03 Applicability: Probation Department

Such shift differential shall be applicable to all regularly scheduled full-time, part-time and per diem employees as defined herein regularly employed in the Probation Department – Hillbrook Detention Facility for hours worked between 3 p.m. and 7 a.m. when such hours comprise 50% or more of the regularly scheduled hours in a workday.

10.04 Limitations

Shift differential shall not be used in computing overtime compensation premiums for regularly scheduled full-time employees.

11. EDUCATIONAL DIFFERENTIAL PREMIUM

11.01 Definition

An annual Educational Differential Premium shall be paid to all regularly scheduled full-time employees who possess the following academic degrees in the field of nursing from an accredited educational institution:

Baccalaureate Degree	\$150.00
Master's Degree	\$350.00
Doctorate Degree	\$500.00

11.02 Limitation

Such differential shall not be compounded and shall only be paid to an employee who possesses such degree which is beyond the qualification of the position the employee holds. Only one (1) such educational differential premium shall be applicable in any given year. The County shall be responsible for payment of the Educational Differential Premium upon notification by the employee that a degree has been earned and submission of appropriate documentation by the employee that the degree requirements have been fully completed and the degree has been conferred.

12. EXPERIENCE DIFFERENTIAL

12.01 New Hires

The following experience differential shall be used in the recruitment and hiring of new employees for bargaining unit positions. New employees shall be placed onto Salary Schedule A at the step which corresponds to the amount of previous, current, and applicable professional nursing experience as determined by the nursing service administration of the Employer. This differential, if applicable, shall be the employee's regular compensation rate. Such differential shall be applicable to all regularly scheduled full-time employees and upon a pro rata basis, to all regularly scheduled part-time employees and per diem employees covered by this Agreement.

12.02 Notification

The Employer will notify the Association within thirty (30) days of hire of a new employee's title, grade, step placement and years of credited experience.

12.03 Rehire Provisions

1. When an employee separates from County service due to a layoff, transfer of function, or voluntary resignation, and is subsequently rehired within three years from the date of separation, application may be made to the Commissioner of Personnel to approve the prior service and to use the original initial employment date for purposes of salary and/or fringe benefit calculations. The decision to request such approval shall be discretionary with the appointing authority. The appointing authority may decide to request such approval for either fringe benefits, or salary, or both.

2. In the event of a return to employment after three years by an employee who separated from service due to a layoff, transfer of function, resignation or the operation of a civil service eligible list and who performed satisfactorily during the prior period of service, application may be made to the department head for approval to credit the amount of prior service in establishing eligibility dates for salary, fringe benefits or both. The decision to approve the application is discretionary with the department head and subject to the approval of the Commissioner of Personnel.

13. HOLIDAYS AND HOLIDAY PREMIUM

13.01 Designation

Subject to the limitations as found elsewhere in this Agreement the following legal holidays shall be observed by the County of Onondaga as days off with pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

The provisions of this Section shall apply to regular full-time employees and part-time employees expressly limited to those regular part-time employees listed in Appendix B who were on the payroll in such status on or before September 8, 1998.

Eligibility for this application shall expire for any employee listed in Appendix B in the event of resignation, retirement, termination, layoff, rehire, recall or reinstatement.

The Employer shall designate the calendar date upon which the holidays are to be observed except that for institutional employees, the calendar date for New Year's Day, Independence Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day shall be the date on which these holidays are to be observed. When employees are required to work on a holiday, such assignment(s) shall be granted in a fair and equitable manner.

When employees working in a seven (7) day a week position are required to work on a holiday the following will apply:

- In the event of Thanksgiving Day and the Day after Thanksgiving, the following shall apply. Employees may request and be granted one or both holidays in the same year where staffing levels allow. However, time off for these holidays shall be alternated from one year to the next where staffing levels allow. If an employee is on vacation during the holiday week he/she may be required to work the holiday the following year.
- In the event of Christmas and New Year's Day, the following shall apply. An employee shall be scheduled to work one of the holidays where staffing levels allow. If an employee is scheduled off duty on Christmas or New Year's Day in one year, he/she shall be scheduled on duty for the opposite holiday in the following year where staffing levels allow. If an employee is

on vacation during the holiday week he/she may be required to work the holiday the following year.

- Vacation taken during these holiday weeks shall be included as "peak season" at Van Duyn Nursing Home. Holiday scheduling will be retained and tracked by the Employer on an ongoing basis and shall be available for review when a conflict arises.

13.02 Holiday: Compensation in Lieu of Day Off

The County agrees that full-time employees who are required to work on a holiday as listed in Section 13.01 shall be compensated for such holiday by receiving equivalent compensatory straight time off or straight time cash payment in lieu of holiday.

Regular part-time employees who are required to work on a holiday listed in 13.01, shall receive compensatory straight time off or straight time cash payment in an amount equivalent to their part-time status in addition to the compensation provided in Section 13.03.

1/2 time (40 hours)	-	4.0 hours pay
3/5 time (48 hours)	-	4.5 hours pay
7/10 time (56 hours)	-	5.5 hours pay
4/5 time (64 hours)	-	6.0 hours pay
9/10 time (72 hours)	-	7.0 hours pay

Compensatory time must be expended within twelve (12) weeks from the date on which the compensatory time is earned upon prior written request to and approval of the department head or authorized designee. In instances where an employee does not utilize earned compensatory time within the twelve (12) week period, the employee shall receive equivalent cash payment for the time requested remaining unused.

The employee's request shall be granted whenever practical but when staffing requires, said Employer approval shall be based upon the employee's seniority.

13.03 Holiday: Pay for Time Worked

When a regularly scheduled full-time and regular part-time employee on a pro rata basis is required to work on a holiday as listed in Section 13.01 said employee shall be paid his or her regular compensation rate, except for Christmas Day, New Year's Day and Thanksgiving Day, which shall be paid at the rate equal to one and one-half (1-1/2) times the regular rate of compensation, including Institutional Shift Differential Premium when applicable for such work performed. When a per diem employee is required to work on a holiday as listed in Section 13.01, the employee shall be paid at the rate equal to one and one-half (1-1/2) times the regular rate of compensation, including Institutional Shift Differential Premium when applicable for such work performed.

13.04 Eligibility

In order to be eligible for the holiday pay as defined in Sections 13.01 and 13.02, those employees covered by this Agreement must actually work the last scheduled workday prior to the holiday, the holiday when required to work

and the first (1st) scheduled workday after the holiday unless otherwise excused by the appropriate authority or his/her authorized designee.

13.05 Limitations

All regularly scheduled full-time and part-time employees shall be obligated upon request to work at least six (6) of the holidays as enumerated in Section 13.01.

13.06 Floating Holiday Premium

The following holidays shall be considered floating holidays for employees who are assigned to Monday – Friday, five day per week schedule by the Employer and work in the Health Department, including Correctional Health Services and the Department of Long Term Care Services: Lincoln's Birthday and Columbus Day. The parties understand and agree that Sections 13.01, 13.02, 13.03 and 13.04 of this Article shall not apply for purposes of these days. Rather, the calendar dates on which the above holidays would be observed shall be considered regularly scheduled workdays. In lieu of the benefits set forth in Sections 13.01, 13.02, 13.03 and 13.04 of this Article, employees may elect to implement the holiday premium compensation as provided in Section 13.01 of this Article for the above holidays on any two (2) regularly scheduled workdays during the calendar year in which the holidays occur, provided that notice of request is made to and approved by the supervisor. The floating holiday premium shall not be applicable to employees working in twenty-four (24) hour, shift or relief type operations.

Employees hired or reinstated during any calendar year shall be eligible only for those floating holidays which fall subsequently to their date of hire or reinstatement. Employees eligible for terminal leave pursuant to Article 21.10 of this Agreement shall be credited with any unused floating holidays which fall prior to the employee's termination date and debited with any used floating holidays which fall subsequent to the employee's termination date in accordance with the provisions for terminal leave.

The Employer shall have the option to designate Washington's Birthday as an additional floating holiday which shall be subject to the provisions of this Section. The Employer will provide the Association with at least thirty (30) days' prior notice of its decision to exercise its option.

13.07 Holiday Definition/Night Shift

For employees who work the 11:00 p.m. to 7:00 a.m. shift, the holiday shall be from 11:00 p.m. on the evening of the holiday to 7:00 a.m. on the day of the holiday.

14. CHARGE NURSE DIFFERENTIAL PREMIUM

14.01

When a regular full-time, regular part-time and per diem employee covered by this Agreement, in the title of Registered Nurse, Community Health Nurse, Registered Nurse (Jail/Correctional Facility) or Nurse Practitioner is assigned as a nurse in charge, the County shall pay a premium rate of thirteen dollars (\$13.00) per shift or a pro rata share. Effective with the first full payroll period after the adoption of the Agreement by the Onondaga County Legislature the premium rate shall be fourteen dollars (\$14.00) per shift or pro rata share.

Effective the first full pay period of January 1, 2010 the amount will increase to fifteen dollars (\$15.00) per 8 hour shift or a pro rata share.. Effective the first full pay period of January 1, 2011 the amount will increase to sixteen dollars (\$16.00) per 8 hour shift or a pro rata share.

14.02

When a Nursing Supervisor, Nursing Supervisor (Training) or Nurse Practitioner works on a Saturday, Sunday and/or holiday and performs those duties commonly referred to as "supervisor of the house," the County shall pay a premium of twenty-five dollars (\$25.00) per 8 hour shift or a pro rata share. Effective with the first full payroll period after the adoption of the Agreement by the Onondaga County Legislature the premium rate shall be twenty seven dollars (\$27.00) per shift or pro rata share. Effective the first full pay period of January 1, 2010 the amount will increase to twenty nine dollars (\$29.00) per 8 hour shift or a pro rata share. Effective the first full pay period of January 1, 2011 the amount will increase to thirty one dollars (\$31.00) per 8 hour shift or pro rata share. Effective the first full pay period of January 1, 2012 the amount will increase to thirty three dollars (\$33.00) per 8 hour shift or pro rata share.

15. LONGEVITY PREMIUM

15.01

The County shall pay all regularly scheduled full-time employees who have completed ten (10), fifteen (15), twenty (20) and twenty-five (25) years and intervals of five (5) years thereafter of full-time service with the County a premium of one hundred twenty-five dollars (\$125.00) in equal installments which are divisible by twenty-six (26) or fifty-two (52).

15.02

Any employee covered by this Agreement hired on or after January 1, 1973 shall not be eligible for such longevity premium benefits.

16. MILEAGE AND PARKING REIMBURSEMENT

The rate of reimbursement for incurred mileage expenses paid to employees covered by this Agreement who use their personal vehicle in pursuit of business on behalf of the Employer shall be the rate established by the U.S. Internal Revenue Service.

The parties agree to continuously monitor the effect of gasoline price increases during the life of the Agreement and resolve to meet and confer on prospective adjustments when necessary for the reimbursement rate.

The Employer will continue to reimburse field service personnel at the Health Department (including communicable disease and Onondaga County Justice Center staff) and the Department of Long Term Care Services - Community Services Division for incurred parking expenses up to the rate schedule established for the Onondaga County Justice Center/Everson Lot A and B or Murbro Lot #17, whichever is greater. In the event of an increase or decrease in the rate schedule, the Employer will adjust accordingly.

Reimbursement shall continue to be made to eligible employees on a one (1) month basis upon submission of a receipt for such expenses or on a three (3) month basis upon submission of a receipt for such expenses. In the event an employee who has

been reimbursed becomes ineligible for parking reimbursement or separates from employment, the employee shall return the parking permit to the Employer at its request or shall have the balance of the reimbursement returned to the Employer by payroll deduction.

The Employer shall not be required to pay reimbursement for any sales tax as may be charged to or incurred by employees in relation to mileage or parking expenses, except where a parking vendor refuses to accept the tax exempt certificate. In such case, the employee shall so indicate on the claim for expenses and shall be reimbursed for sales tax paid.

The Employer shall not be required to pay claims for mileage and parking reimbursement submitted to the Employer more than sixty (60) calendar days after the month being claimed for reimbursement.

17. CONTINUING EDUCATION PROGRAM

A. Program

The County will provide a tuition refund program for eligible employees, covered by this Agreement, who continue their education to attain a baccalaureate degree in nursing at a regionally accredited or New York State registered college or university. The employee shall be reimbursed by the County according to the policies and procedures established by the Department of Health and the Department of Long Term Care Services. Said departments will make available written copies of said policies and procedures to employees who so request.

B. Limitations

The tuition refund program is subject to and contingent upon cost to the County, availability of funds and/or personnel, availability of remitted tuition credits, and continuing education requirements of the State of New York.

18. JOINT PROFESSIONAL COMMITTEE

With the hopes of fostering a harmonious relationship, the administrations of the respective institutions and agencies covered by this Agreement and the Association membership at said Institutions or agencies shall establish a Joint Professional Committee for the purpose of providing communication and discussion between the respective Administration and employees.

19. NURSING PRACTICE COMMITTEE

With the aim of fostering better understanding of nursing practice and policies, the parties to this Agreement agree to establish a nursing practice committee at each of the respective institutions and/or agencies covered by this Agreement.

Said committee shall consist of a representative from each level and shall meet with the Director of Nursing or his/her authorized designee at least quarterly to discuss recommendations and work toward resolution of problems.

20. PRODUCTIVITY/EFFICIENCY

The County and Association hereby agree and recognize that the delivery of the highest quality health care services in the most efficient, effective and courteous manner is of paramount importance. The County and Association further agree to execute their responsibility to maximize service to the community through the

implementation and/or revision of performance standards, norms and levels, work measurement procedures and performance appraisal systems.

21. EMPLOYEE LEAVE BENEFITS

21.01

Except as limited or modified by this Agreement, employees covered by this Agreement shall be entitled to the following leave benefits. When leave time is requested and approved, and the employee is on such approved leave, all such days off must be charged to the approved leave category and may not be converted to any other leave category during such leave.

21.02 Personal Leave

After one (1) full year of continuous service, and yearly thereafter, a regular full-time employee and regular part-time employee on a pro rata basis shall earn three (3) days of personal leave. (Refer to chart in Appendix C). Employees shall be credited their total earned entitlement of personal leave on their anniversary date. A written request to use personal leave shall be made by the employee to the Department Head or authorized designee at least seventy-two (72) hours in advance of the date and time requested, except in cases of emergencies. The request shall state the date and time requested. All personal leave use shall be subject to the approval of the Employer.

Personal leave credits shall not accumulate. Any credits remaining unused at the end of the calendar year shall be canceled, or upon written request of the employee to the Department Head, may be converted into sick leave.

Personal leave shall not be earned during any pay period where an employee is absent without pay more than fifty percent (50%) of the working days.

21.03 Jury Duty and Court Attendance

Upon showing of proof five (5) days in advance of a call to jury duty or upon presentation of an order to attend court pursuant to a subpoena as a non-party to the litigation, an employee scheduled to work shall be granted leave with pay for such purpose by the Employer, less any per diem compensation received by the employee in connection with the performance of jury duty. Such leave with pay shall be applied, regardless of shift assignment, in units of days or half days, depending on the schedule of jury duty service. Employees who are placed on an "on-call" status by the jury shall be required to report for work if so scheduled and shall be released for jury duty in the event the employee is summoned.

21.04 Bereavement Leave.

Regular full-time employees and regular part-time employees on a pro rata basis shall be granted leaves of absence with pay because of death in an employee's immediate family for up to four (4) working days. Immediate family is limited to spouse, parent, child, brother, sister, a person occupying the position of parent or child, or close relative who is an actual member of the employee's household.

Regular full-time employees and regular part-time employees on a pro rata basis shall be granted leaves of absence with pay of two (2) working days in

the event of death of the employee's grandparents, grandchildren or mother-in-law or father-in-law.

Leave with pay of one (1) working day may be granted to employees in the event of death of other near relatives, limited to the employee's aunts, uncles, nieces and nephews.

21.05 Vacation Leave

Vacation leave shall be earned by full-time employees and by part-time employees on a pro rata basis in accordance with the following schedule:

<u>Years of Service</u>	<u>Yearly Entitlement</u>
One through five	11 days
after five and through fifteen	16 days
after fifteen years	21 days

(Refer to chart in Appendix C)

All vacation leave use shall be subject to approval by the Employer.

Vacation leave shall be fully earned upon and may not be drawn until the employee's anniversary date. If desired, the employee may use five (5) days of the first (1st) year's entitlement upon completion of six (6) months of service. In addition, if desired, the employee may use up to five (5) days of the next year's entitlement upon completion of six (6) months of service in each anniversary year. Vacation leave may be accumulated by an employee up to a maximum of thirty (30) days, subject to the approval of the Department Head. Any unused vacation leave exceeding said maximum accumulation shall expire unless the employee requests in writing to the Department Head prior to his/her anniversary date to convert the unused portion to sick leave. If an observed legal holiday falls within an employee's vacation period, such day will not be charged against accumulated vacation leave credits.

Vacation leave credits shall not be earned or accumulated during any payroll period where an employee is absent without pay more than fifty percent (50%) of the working days.

Where two (2) or more employees desire the same vacation during the weeks including Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas or New Year's week, and the time off cannot be granted, seniority shall prevail. However, if the more senior employee received this same time off the year immediately preceding the year in question, the more junior employee shall receive the disputed time off in the instant year; the more senior employee shall be entitled to invoke seniority rights in the subsequent year.

Vacation Scheduling for those facilities with 24/7/365 staffing requirements shall be as follows:

I. Vacation Scheduling Van Duyn Hospital and Home

Employees shall be limited to two weeks of vacation during peak season until such time as all employees have had the opportunity to sign up for vacation. Peak season shall be defined as:

- a) The last full week in May through the first full week in September, thus including Memorial Day and Labor Day.
- b) Thanksgiving Week

- c) The weeks including Christmas and New Year's Day. Vacation for any one employee may not include both Christmas and New Year's Day.

II. Correctional Health

Employees shall be limited to two weeks of vacation during peak season until such time as all employees have had the opportunity to sign up for vacation. Peak season shall be defined as:

- a) The months of June, July, August, November and December
- b) Thanksgiving Week
- c) The weeks including Christmas Day and New Year's Day

21.06 Sick Leave

All regular full-time and part-time employees hired prior to August 1, 1988 shall earn on a pro rata basis ten (10) days sick leave days per calendar year (refer to chart in Appendix C)

All regular full-time and part-time employees hired on or after August 1, 1988 shall earn on a pro rata basis nine (9) days sick leave days per calendar year (refer to chart in Appendix C).

Sick leave credits shall not be used until an employee has completed six (6) payroll periods of continuous service

Sick leave credits shall not be earned unless the employee is on full pay status for at least fifty percent (50%) of the working days during the pay period. Days during which the employee is using accumulated sick leave credits shall not be considered as days on full pay status for purposes of earning sick leave.

Unused sick leave credits shall accumulate up to a maximum of one hundred sixty-five (165) days. Upon attaining the maximum accumulation, sick leave is no longer earned.

When an employee is absent on sick leave, the employee shall report same to the Department Head or his/her authorized designee at least one-half (1/2) hour prior to the normal starting time. Departments which require replacement for absent employees may require earlier notification time. In cases of failing to report, said absence shall be considered as time off without pay unless excused by the Department Head.

Sick leave credits may be used by the employee in units of days, half days or hours.

Sick leave credits, not to exceed a total of five (5) days in any calendar year, may be used for verified, serious illness in the employee's immediate family requiring care and attendance by the employee. Immediate family shall include spouse, parent, child, brother, sister, or any other relatives who are actual members of the employee's household.

In case of absence of three (3) work days or more, and for sick leave taken immediately preceding or following vacation days or holidays, verification of the employee's incapacity or inability to perform the job duties shall be required upon the request of the Department Head. Physician's statement of verification of illness may be requested at the Department Head's discretion if the employee's verification is considered incomplete. If the employee fails to submit sufficient proof of illness when required to do so, or in the Department

Head's judgment the submitted proof does not justify the employee's absence, such absence shall be considered time off without pay.

Upon return from sick leave of thirty (30) days or more, the employee shall submit to the Department Head a physician's statement attesting to the employee's recovery and physical fitness to perform the duties of his or her assignment.

Whenever possible, such as for scheduled hospital or office visits, requests for sick leave are to be made in written form and approved by the Department Head in advance of the date leave is to be taken.

21.07 Extended Sick Leave

Regular full-time employees with five (5) or more years of satisfactory service may receive additional sick leave with full pay in the case of verified serious protracted illness, after all other leave credits have been exhausted. Such additional sick leave may be granted at the discretion of the Department Head and with the approval of the Commissioner of Personnel and shall be up to one (1) calendar month for those having five (5) years and up to ten (10) years of service, two (2) calendar months for an employee with ten (10) to fifteen (15) years of service, and a maximum of three (3) calendar months for an employee with fifteen (15) or more years of service. Extended sick leave may be utilized by eligible employees for the total entitlement as listed above, however, the entitlement may be granted only once during the employee's tenure.

A regular full-time employee may receive only one (1) entitlement during that employee's tenure. An employee who does not use the full entitlement for which he/she is eligible, may use the balance at a future date if necessary.

21.08 Childbirth Leave

A regular full-time employee and part-time employee on a pro rata basis may be entitled to a leave of absence without pay for childbirth as follows:

An employee covered by this Agreement shall be granted childbirth leave provided written notification is submitted to the supervisor, at least four (4) weeks prior to the anticipated departure, stating the probable date of departure and duration of leave requested. Such leave may be granted for a period of up to six (6) months, and upon further written request by the employee indicating special circumstances for an extension, the Department Head may extend the leave for an additional six (6) months. In no case shall the total period of leave exceed twelve (12) months.

In no case shall the employee be required to leave prior to childbirth unless in the opinion of the Department Head, the performance or attendance of the employee becomes unsatisfactory.

Accumulated sick leave credits may be used for any time during verified sickness or disability which would prevent the employee from performing the normal duties at work. The provisions governing use of such leave pursuant to Section 21.06 of this Agreement shall apply when sick leave is used for this purpose.

Granting of childbirth leave shall not prevent the abolition of a position, and/or termination of an employee due to reorganization, lack of funds or other reason unrelated to childbirth.

21.09 Examination Leave

Employees covered by this Agreement holding permanent Civil Service status shall be granted time off with pay to take open competitive or promotional examinations for positions within the bargaining unit, if such examination is scheduled during the employee's regular work hours.

A provisional employee shall be allowed time off with pay to take the examination for the position in which he or she is serving provisionally, if such examination is scheduled during the employee's regular work hours. Employees who are required to take State Board Examinations, in whole or in part, shall be granted time off with pay for such purpose.

Employees will not be required to work eight (8) hours immediately preceding the examination, but shall instead be rescheduled to provide for this time off.

Employees covered by this Agreement fully understand and accept that rescheduling may be necessary in order to accommodate this Article.

21.10 Terminal Leave

Upon resignation or retirement, an employee will receive a lump sum cash payment up to a maximum of twenty-one (21) days of earned and unused vacation, personal leave, and compensatory time credits provided that notice of resignation or retirement is on file in the Department of Personnel at least two (2) weeks prior to the employee's last day of work. Entitlement for lump sum payment is figured from the employee's last anniversary date and must be certified by the Department of Personnel. The terminal leave entitlement for annual leave and personal leave are calculated using the chart in Appendix C.

The total lump sum payment may not exceed twenty-one (21) days and employees may not be retained on the payroll in budgeted items following the last day of work in order to use any uncompensated credits.

Should an employee be reinstated, unused sick leave credits, if any, which remained at the time of resignation shall be restored to the employee upon reinstatement. Upon reinstatement, the employee shall then become eligible to begin earning new vacation, personal and sick leave days.

21.11 Rest Break

Each employee shall be granted one (1) work break not to exceed fifteen minutes during one (1) working day. Timing of the break is at the discretion of the Department Head.

22. RETIREMENT

The County shall provide pension benefits under Sections 75(i), 41(k) and 41(j) of the New York State Retirement and Social Security Law to all eligible employees covered by this Agreement.

23. HEALTH BENEFITS

A. Health Benefits Program

The County agrees to provide health benefits coverage to regular full-time and regular part-time members of the bargaining unit who submit the requisite enrollment card under the OnPoint Health Benefits Program (hereinafter "Program") established by the Onondaga County Health Care Coalition (hereinafter "OCHCC").

The County will notify the New York State Nurses Association forty-five (45) calendar days prior to the termination of the Program and agrees to continue to provide equivalent health benefits to the covered employees. Any change in the level of employee contributions or co-pays shall be subject to mutual agreement between the Employer and the Association.

Enrolled members shall contribute in the amount equal to fifteen (15) percent per month of the premium equivalent rates established for the prescription drug portion of the Program and ten (10) percent per month of the premium equivalent rate established for all other portions of the Program for individual coverage and fifteen (15) percent per month of the premium equivalent rate established for the prescription drug portion of the Program and ten (10) percent per month of the premium equivalent rate established for all other portions of the Program for family coverage. The Employer shall collect such contributions by payroll deductions.

The Program shall establish eligibility for health benefit coverage on the first day of the fourth (4th) month following the date of active full-time or part-time employment. The Program shall provide that health benefit coverage shall terminate at the end of the calendar month in which eligibility terminates.

In the event that an employee believes that

- a) the amount paid on a claim, in whole or in part, submitted by the employee or dependent or by the provider on their behalf is incorrect or;
- b) the rejection of a claim, in whole or in part, submitted by an employee or dependent or by a provider on their behalf as a non-covered service is incorrect;
- c) the rejection of a claim, in whole or in part, submitted by an employee or dependent or by a provider on their behalf as a non-covered individual;
- d) that the assessment of a reduction in benefits under the pre-certification requirement is incorrect;

The Association may initiate a grievance on behalf of the employee at Step 2 of Section 25 Grievance and Arbitration Procedure within ten (10) working days from the date the employee received the decision from the program.

B. Health Maintenance Organization

During each contract year, employees shall be offered the option to participate in a qualified health maintenance organization (HMO). The County shall not be liable for costs of the HMO in excess of the premium equivalent rate of the On Point Program and any and all excess premium shall be contributed by the individual participating employee.

- C. Members of the bargaining unit who retire during the term of this Agreement are eligible for membership in the Onondaga County Health Benefits Program for Retirees provided the member meets the following qualifications:
1. Completion of at least five (5) years of continuous service with the County, and
 2. Qualified for retirement as a member of the New York State Retirement System, or
 3. Completion of at least ten (10) years of continuous service and is at least fifty-five (55) years of age at the time of separation from service.
 4. Payment of required contribution, if any.

Such membership is expressly limited to the term of this Agreement.

D. Dental Benefits

The Employer agrees to provide dental benefits coverage to members of the bargaining unit, as set forth below, who submit the requisite enrollment card under the Onondaga County Dental Program (hereinafter the "Program") currently provided through Delta Dental of New York.

Regular full-time and regular part-time employees may enroll for individual coverage and shall contribute 35% of the premium or premium equivalent rate established by the Program for individual coverage.

Regular full-time employees may enroll for family coverage (including eligible dependents as defined by the Program) and shall contribute 35% of the premium or premium equivalent rate established by the Program for family coverage.

The County agrees to provide dental benefit coverage under the Program to properly enrolled eligible dependents (as defined under said Program) of regular part-time employees expressly limited to those regular part-time employees who were on the payroll in such status and enrolled in the Program for dental benefit coverage for dependents on or before June 6, 1994. The cost of said dependent coverage shall be paid in full by the employee.

E. Long Term Disability Benefits

The Employer agrees to provide coverage under a group long term disability program to regular full-time employees who submit the requisite enrollment card.

The Employer further agrees that long term disability insurance coverage will be made available to regular part-time employees expressly limited to those regular part-time employees who are on the payroll in such status on June 6, 1994. In order to remain eligible for such coverage, these employees must work at least twenty (20) hours per week. All other regular part-time employees or per diem employees or regular full-time employees who become regular part-time employees will not be eligible for such coverage.

F. Limitation

The County reserves the right to self-insure, alter benefit plans or change insurance carriers provided that any new plan or change shall be the same as or improve the coverage and/or benefits as provided by the above-stated plans.

No employee shall be eligible for health or dental benefits provided herein both as an employee and as a dependent or if enrolled as a dependent under any other health or dental benefit program provided by or offered through the Employer.

24. DISCIPLINE AND DISCHARGE PROCEDURE

The following procedure shall be the exclusive procedure for disciplinary and discharge matters for misconduct or incompetency for all permanent employees covered by this Agreement who have completed the initial probationary period with the Employer as provided by local civil service rules and regulations.

It is the intent of this Section to provide for a swift and judicious alternative for handling discipline and discharge matters in lieu of Section 75.

Further, the County shall follow a policy of progressive discipline, however, this progressiveness shall not preclude the Employer from advancing discipline and disciplinary penalties. If the County has any reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public.

Disciplinary action shall include but is not limited to oral reprimands, written reprimands, suspension, demotion, discharge, monetary fines not to exceed one hundred dollars (\$100) or any combination thereof or other such penalties as may be deemed appropriate by the Employer.

Employees will be presumed innocent until proven guilty and the burden of proof shall be the Employer's.

Prior to the completion of the steps and procedures herein specified, an employee may be suspended without pay or other appropriate disciplinary procedures may be imposed, if the Department Head has determined that the employee's continued presence may be a potential or actual danger to persons or property or may interfere with the efficient operation of the department.

The disciplinary procedure shall be as follows:

1. An employee suspended without pay or upon whom other disciplinary procedures have been imposed, may demand at any time during his/her suspension, a hearing before the Department Head, his/her designee and a representative from the Division of Employee Relations to contest the appropriateness of the suspension or other disciplinary action. Said demand shall be in writing and delivered to the office of the Department Head. The Department Head or his/her designee shall hear the employee no later than two (2) working days after the receipt of the written demand and the determination of the Department Head and his/her designee shall be made no later than one (1) working day after the completion of the hearing and shall be final subject to paragraph four (4).
2. Upon receipt of the written charges and the disciplinary action proposed to be taken, with copies to the local representative and the Association's General Representative within five (5) days, the employee may, within five (5) working days, request the opportunity to meet with the Department Head or his/her designee to informally discuss the alleged misconduct and/or the proposed discipline. Any settlement agreed upon shall be in writing subject to the approval of the Division of Employee Relations and

shall be final and binding upon all parties. A copy of any settlement made at this stage shall be sent to the Association office at 11 Cornell Road, Latham, New York, 12110-1499.

3. Upon receipt of the written charges and the disciplinary action to be taken the employee may, within five (5) working days, appeal the disciplinary action taken by filing a grievance through the Association which shall be treated as a Step 2 grievance in accordance with Article 25.03 of this Agreement. The grievance shall be in writing and shall set forth the reasons for contesting the charges and/or discipline and any mitigating circumstances. It is agreed that Step 2 shall be the terminal step for processing grievances for disciplinary action involving oral reprimands. Such grievances are expressly excluded from paragraphs (3) and (4) of this Article and Article 25.03 Step 3.
4. Within five (5) working days of the decision rendered pursuant to Step 2, the employee, through the Association, may proceed to Step 3 of the grievance procedure in accordance with Article 25.03 of the Agreement except that the arbitrator in a disciplinary matter shall be limited to determining the guilt or innocence of the employee and the appropriateness of the proposed penalty. Failure to file a grievance within the time frame herein above specified shall constitute acceptance of the penalty as proposed by the Employer by the employee and settle the matter in its entirety. The disciplinary arbitrator shall not be restricted to the contractual limits on discipline and shall have the authority to devise an appropriate disciplinary action increasing or decreasing the discipline sought by the County. If the disciplinary arbitrator determines such part or all of the suspension or other disciplinary procedures were unwarranted, the employee shall be reinstated and compensated for all, part or no compensation for time lost without loss of seniority, less any compensation which may have been received in other employment or in the form of any federal, state or local benefits.

25. GRIEVANCE AND ARBITRATION PROCEDURE

25.01 General

1. It is the intent of the Article to promote and provide for a mutually satisfactory procedure for the peaceful settlement of grievances arising out of the interpretation or application of the terms of this Agreement.
2. Every employee shall have the right to present his/her grievance to the County free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by the local representative at all stages thereof, provided however, that an employee may not be represented by any person(s) representing any other labor organization.
3. Probationary employees - It is agreed by and between the parties that any employee covered by this Agreement working in a probationary status may be disciplined or discharged at the sole discretion of the County and shall not have the right to relief pursuant to the grievance procedure as contained therein.

4. The time limits set forth in this Article are of the essence. They may, however, be extended by mutual written agreement of the parties.

The failure of the grievant or Association to proceed within the time limits set forth shall terminate the grievance at that step. The failure of the County to answer within the time limit set forth will advance the grievance to the immediate next step of the grievance procedure upon written notice to the County.

5. The pendency of a grievance shall in no way operate to impede, delay or interfere with the right of the County to take action which is subject to the complaint.

25.02 Definition

Grievance shall be defined as a claimed violation, misinterpretation or an inequitable application of a specific and express term of this Agreement.

25.03 Grievance Procedure

Informal Step: (a) A grievance initiated under this Agreement between an employee or a group of employees and the County shall be presented in writing by the aggrieved employee to his Immediate Supervisor who, for purposes of this Step, shall be a registered nurse, within ten (10) days from the occurrence of the alleged grievance or within ten (10) days from the employee's knowledge of the alleged grievance, (b) the Immediate Supervisor shall respond to the grievant in writing within five (5) working days after receipt of the written grievance, (c) a grievance may be discussed and resolved orally by the employee and the Immediate Supervisor. However, the time limits for initiating a written grievance shall continue to toll unless otherwise agreed.

Step 1: (a) In the event that the grievance is not adjusted under the Informal Step, the aggrieved employee, through the Association, may request within five (5) days from the date of the answer from the Informal Step for a review of the alleged grievance with the Department Head or his/her authorized designee and (b) the Department Head or his/her authorized designee shall within five (5) working days following said request, schedule a review of the matter at which time the aggrieved employee and/or the Association may appear and present oral and written statements and thereafter the Department Head shall answer in writing within ten (10) working days from the date of the hearing.

Step 2: In the event that the grievance is not adjusted under Step 1, the aggrieved employee, through the Association, shall notify the County through the Division of Employee Relations within five (5) days from the grievant's receipt of the decision of Step 1. Thereafter, the Director of Employee Relations shall schedule a meeting with the aggrieved employee and/or the local representative, and/or general representative if any, within ten (10) working days after the notification from Step 1. Within ten (10) working days after the conclusion of the Step 2 meeting, the Director of Employee Relations shall render his decision in writing to resolve the matter.

Step 3: (a) In the event that the grievance is not adjusted at the conclusion of Step 2, the Association or the County may request the appointment of an arbitrator from the American Arbitration Association, Federal Mediation and

Conciliation Service or Public Employment Relations Board within fifteen (15) working days after the receipt of the decision rendered at the conclusion of Step 2. (b) It is understood by the parties that the cost of such arbitration shall be borne equally by the parties. (c) The Arbitrator shall not have the jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto, or to add new provisions of this Agreement or any amendment or supplement thereto. The parties agree to abide by the rules and regulations of the agency selected to administer the appointment of the arbitrator. (d) If the grievance concerns matters not covered by this Agreement or the procedures contained herein have not been adhered to, said grievance shall be returned to the parties without decision. (e) The findings, conclusions and recommendations of the arbitrator for resolution of the grievance shall be final and binding on all parties to the proceeding. (f) Monetary awards may not be retroactive beyond thirty (30) calendar days prior to the initiation of the alleged grievance with the County.

26. COUNTY MANAGEMENT

The Association agrees that the County of Onondaga and/or the County Legislature, hereinafter known as the Employer, shall retain complete authority for the policies and administration of all County departments, offices or agencies which it exercises under the provisions of law and the Constitution of the State of New York and/or the United States of America and in fulfilling its rights and responsibilities under this Agreement.

The rights and responsibilities of the Employer include, but are not necessarily limited to the following: (1) to determine the standards of service to be offered by its offices, agencies and departments; (2) to direct, hire, promote, appraise, transfer, assign, retain employees and to suspend, demote, discharge or take disciplinary action against employees; (3) to relieve employees from duties because of lack of work or for other legitimate reasons; (4) to maintain the efficiency of government operations entrusted to them; (5) to determine the methods, means and personnel by which such operations are to be conducted; (6) to take whatever actions may be necessary to carry out the mission, policies or purposes of the department, office or agency concerned; (7) to establish any reasonable rules or regulations; and (8) to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions.

The exercise of any such right, power, authority, duty or responsibility by the County Legislature and the adoption of such rules, regulations and policies as it may deem necessary will, as they apply to employees represented by the Association be limited only to the specific and express terms of this Agreement.

27. HEALTH AND SAFETY

The Employer will observe all applicable health and safety laws and regulations and will take all steps reasonably necessary to ensure the employees' health and safety. Every employee shall observe all applicable health and safety laws and regulations and comply with all reasonable valid Employer health and safety rules and instructions.

The Employer shall provide periodic training during working hours to employees regarding their personal protection and security in the workplace.

Domestic and Workplace Violence/Harassment

The Employer and Association agree that domestic and workplace violence and harassment in any form is inappropriate. The Employer will provide a copy of or make available electronically or by other suitable means its policies on these matters when they are established or revised and may provide employees with the opportunity for education and training on these matters.

Safe Patient Handling

The Employer agrees to discuss the topic of safe patient care and handling with the Association as part of the Joint Professional/Nursing Practice Committees on an ongoing basis and including times when policies regarding this matter are developed or updated.

28. PERSONNEL RECORDS

There shall be one (1) official personnel file on each employee. The employee shall have the right upon reasonable notice to review his/her personnel file. The employee may respond in writing to anything the employee deems to be adverse and such response may be filed therein.

29. STAFF DEVELOPMENT

The County shall, subject to the approval of the Department Head and within budgetary limitations, develop orientation projects, in-service education and participation in educational workshops, institutes or meetings which improve the employee's on-the-job performance.

30. ON-CALL COMPENSATION – HEALTH DEPARTMENT – CORRECTIONAL HEALTH SERVICE

31.1 All employees of the Health Department – Correctional Health Services occupying the title of Nursing Supervisor (Jail/Correctional Facility) shall be required to perform on-call duty during non-working hours. Such duty is intended to provide service to the Onondaga County Justice Center and the Onondaga County Correctional Facility.

31.2 The Employer shall schedule on-call duty in the form of a tour of duty. Tour – commencing Thursday 4:30 p.m. through Thursday 8:30 a.m. - \$250.

31.3 Assignments to on-call duty schedules shall be made on a rotating basis throughout the calendar year.

31. INFORMATIONAL NOTIFICATION

The Employer agrees to post in appropriate work location bulletin boards announcements of examinations for competitive class job titles recognized in this bargaining unit. The parties agree that this Article shall not be subject to the arbitration procedure contained in this Agreement.

32. INSTITUTIONAL HEALTH SERVICES SUBCONTRACTING

The parties agree that the Employer shall have the right to subcontract for Registered Nurse (Jail/Correctional Facility) services to provide staffing relief in the Onondaga County Justice Center and Onondaga County Department of Correction. The Employer agrees that such independently contracted nurses shall be used to fill open

shift assignments only after regularly employed Registered Nurse (Jail/Correctional Facility) have been offered and declined to fill such openings. It is not the intent of the Employer to discontinue current attempts to accommodate scheduling preferences of bargaining unit employees. No Registered Nurse (Jail/Correctional Facility) shall suffer loss of employment due to subcontracting of bargaining unit work. The Employer further agrees to provide the independently contracted nurses with an orientation to the policies and procedures of the Onondaga County Justice Center and Onondaga County Department of Correction.

33. ONONDAGA COUNTY JUSTICE CENTER/CORRECTIONAL FACILITY PREMIUM COMPENSATION

In recognition of the special and unique working conditions related to the field of correctional health services which are readily distinguished from and unlike those existing in other areas of nursing practice and the enhancement of recruitment and retention capabilities, the Employer agrees to establish a premium compensation schedule as follows:

For employees in the title of Registered Nurse (Jail/Correctional Facility), Assistant Nursing Supervisor (Jail/Correctional Facility), and Nursing Supervisor (Jail/Correctional Facility) the premium shall be four thousand dollars (\$4,000) per year and shall be payable in equal installments which are divisible by twenty-six (26).

For employees in the title of Nurse Practitioner when assigned to the Onondaga County Justice Center or the Onondaga County Correctional Facility, the premium shall be five thousand dollars (\$5,000) per year and shall be payable in equal installments which are divisible by twenty-six (26).

Eligible part-time and per diem employees shall receive premium compensation on an hourly pro rata basis.

34. SEPARABILITY

This Agreement and its component provisions are subordinate to any present or future Federal or New York State laws and regulations. If any Federal or New York State law or regulation, or the final decisions of any Federal or New York State court or administrative agency affects any provision of the Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this Agreement will not be affected.

35. RATIFICATION OF AGREEMENT

It is understood between the parties that no provision contained within this Agreement is binding upon either party until this Agreement has been reduced to writing, ratified by the Association and duly approved and executed by the Onondaga County Executive and adopted by the Onondaga County Legislature. It is further understood between the parties that the Onondaga County Legislature reserves the right to approve or reject any provision of this Agreement together with the whole thereof in accordance with Article 14 of the New York State Civil Service Law.

36. TERMS OF AGREEMENT

The terms of this Agreement and each of its provisions shall be effective as of the date of adoption by the Onondaga County Legislature and continue in full force and effect

until December 31, 2012. Retroactivity of benefits shall only be applicable to Section 9 Overtime Compensation Premium and Appendix A Salaries.

37. AGREEMENT CONSTRUCTION

Paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

EXECUTION

Signed by Employer and Association.

COUNTY OF ONONDAGA

By Jeanne M. Mahoney
Title County Executive
Date 7/28/09

NEW YORK STATE NURSES ASSOCIATION

By [Signature] MARN
Director
Title Economic and General Welfare Program
Date 6/24/09

APPROVED AS TO FORM.

[Signature]
County Attorney
MJG

APPENDIX A

SALARIES

1. a) Effective on the date of adoption of this Agreement by the Onondaga County Legislature and retroactive to the first full payroll period after January 1, 2009, the following Salary Schedule A shall apply to all regularly scheduled full-time, part-time (on an hourly pro rata basis) and per diem employees (on an hourly rate of pay) who are on the payroll as of the date of ratification (March 14, 2009) of this Agreement by the Association.

Effective with the first full payroll period of 2009, the following 2009 Salary Schedule A shall apply:

SALARY SCHEDULE A – JANUARY 1, 2009

Effective with the first full payroll period of 2010, the following 2010 Salary Schedule A shall apply:

SALARY SCHEDULE A – JANUARY 1, 2010

Effective with the first full payroll period of 2011, the following 2011 Salary Schedule A shall apply:

SALARY SCHEDULE A – JANUARY 1, 2011

Effective with the first full payroll period of 2012, the following 2012 Salary Schedule A shall apply:

SALARY SCHEDULE A – JANUARY 1, 2012

b) For purposes of compensation and computation regarding the terms and conditions of this Agreement, the bi-weekly salaries set forth in Salary Schedules A, B, C and D are hereby defined as the basic units of compensation for all regular full-time employees and shall be paid in accordance with present bi-weekly pay date schedules.

For purposes of compensation and computation regarding the terms and conditions of this Agreement, the hourly rates of pay set forth in Salary Schedules A, B, C and D are hereby defined as the basic units of compensation for all regular part-time and per diem employees.

The annual rates of pay are for illustrative purposes only.

2. Lateral Advancement

- a) The following shall apply to all regular full-time and regular part-time employees:

Grades 2, 3, 3J, 4 and 5

Less than three years completed service	-	Column B
Three years completed service	-	Column C
Six years completed service	-	Column D
Eight years completed service	-	Column E
Ten years completed service	-	Column F

NEW YORK STATE NURSES ASSOCIATION

Effective the first full pay period after January 1, 2009

Effective the first full pay period after January 1, 2010

GRADE	Effective the first full pay period after January 1, 2009				
	< 3 years B	3 years C	6 years D	8 years E	10 years F
2 Annual:	40,183	42,224	44,363	48,124	49,430
Bi-Wkly Sal	1,545.50	1,624.01	1,706.26	1,850.93	1,901.14
3 Annual:	41,459	43,587	45,839	49,755	51,107
Bi-Wkly Sal	1,594.57	1,676.43	1,763.05	1,913.67	1,965.65
3J Annual:	42,858	44,985	47,238	51,154	52,505
Bi-Wkly Sal	1,648.37	1,730.21	1,816.84	1,967.46	2,019.41
4 Annual:	44,183	46,461	48,911	53,119	54,569
Bi-Wkly Sal	1,699.35	1,786.98	1,881.18	2,043.03	2,098.81
5 Annual:	46,985	49,359	51,916	56,319	57,861
Bi-Wkly Sal	1,807.11	1,898.43	1,996.78	2,166.11	2,225.43
6 Annual:	59,019	60,661	62,304	63,946	65,587
Bi-Wkly Sal	2,269.96	2,333.13	2,396.30	2,459.48	2,522.59

GRADE	Effective the first full pay period after January 1, 2010				
	< 3 years B	3 years C	6 years D	8 years E	10 years F
2 Annual:	41,389	43,491	45,694	49,568	50,912
Bi-Wkly Sal	1,591.87	1,672.73	1,757.45	1,906.46	1,958.17
3 Annual:	42,703	44,895	47,214	51,248	52,640
Bi-Wkly Sal	1,642.41	1,726.72	1,815.94	1,971.08	2,024.62
3J Annual:	44,143	46,335	48,655	52,688	54,080
Bi-Wkly Sal	1,697.82	1,782.12	1,871.35	2,026.48	2,079.99
4 Annual:	45,509	47,855	50,378	54,712	56,206
Bi-Wkly Sal	1,750.33	1,840.59	1,937.62	2,104.32	2,161.77
5 Annual:	48,394	50,840	53,474	58,008	59,597
Bi-Wkly Sal	1,861.32	1,955.38	2,056.68	2,231.09	2,292.19
6 Annual:	60,790	62,481	64,173	65,865	67,555
Bi-Wkly Sal	2,338.06	2,403.12	2,468.19	2,533.26	2,598.27

Effective the first full pay period after January 1, 2011

Effective the first full pay period after January 1, 2012

GRADE	Effective the first full pay period after January 1, 2011				
	< 3 years B	3 years C	6 years D	8 years E	10 years F
2 Annual:	42,734	44,904	47,179	51,179	52,567
Bi-Wkly Sal	1,643.61	1,727.09	1,814.57	1,968.42	2,021.81
3 Annual:	44,091	46,354	48,749	52,914	54,351
Bi-Wkly Sal	1,695.79	1,782.84	1,874.96	2,035.14	2,090.42
3J Annual:	45,578	47,841	50,236	54,401	55,837
Bi-Wkly Sal	1,753.00	1,840.04	1,932.17	2,092.34	2,147.59
4 Annual:	46,988	49,411	52,015	56,490	58,033
Bi-Wkly Sal	1,807.22	1,900.41	2,000.59	2,172.71	2,232.03
5 Annual:	49,967	52,492	55,212	59,894	61,534
Bi-Wkly Sal	1,921.81	2,018.93	2,123.52	2,303.60	2,366.69
6 Annual:	62,765	64,512	66,259	68,005	69,750
Bi-Wkly Sal	2,414.05	2,481.22	2,548.41	2,615.59	2,682.71

GRADE	Effective the first full pay period after January 1, 2012				
	< 3 years B	3 years C	6 years D	8 years E	10 years F
2 Annual:	44,230	46,476	48,830	52,970	54,407
Bi-Wkly Sal	1,701.14	1,787.54	1,878.08	2,037.31	2,092.57
3 Annual:	45,634	47,976	50,455	54,766	56,253
Bi-Wkly Sal	1,755.14	1,845.24	1,940.58	2,106.37	2,163.58
3J Annual:	47,173	49,515	51,995	56,305	57,792
Bi-Wkly Sal	1,814.36	1,904.44	1,999.80	2,165.57	2,222.76
4 Annual:	48,632	51,140	53,836	58,468	60,064
Bi-Wkly Sal	1,870.47	1,966.92	2,070.61	2,248.75	2,310.15
5 Annual:	51,716	54,329	57,144	61,990	63,688
Bi-Wkly Sal	1,989.07	2,089.59	2,197.84	2,384.23	2,449.52
6 Annual:	64,962	66,770	68,578	70,386	72,192
Bi-Wkly Sal	2,498.54	2,568.06	2,637.60	2,707.14	2,776.60

Effective with the commencement of the first full payroll period after their anniversary date of hire, employees shall be advanced one step across the Salary Schedule in effect provided that:

- (i) the employee is not in the appropriate step based upon years of service in the bargaining unit pursuant to the schedule above; or
- (ii) the employee has completed the required years of service within the bargaining unit pursuant to the schedule above.

In no case shall an employee be eligible for or receive more than one lateral step advancement in any contract year.

Grade 6

Less than three years experience as a Nurse Practitioner	-	Column B
Three years experience as a Nurse Practitioner	-	Column C
Six years experience as a Nurse Practitioner	-	Column D
Eight years experience as a Nurse Practitioner	-	Column E
Ten years experience as a Nurse Practitioner	-	Column F

Employees shall be advanced one step across the applicable Salary Schedule effective with the commencement of the first full payroll period after the employee has completed the required years of experience as a Nurse Practitioner pursuant to the schedule above.

In no case shall an employee be eligible for or receive more than one lateral step advancement in any contract year.

b) Completed Years of Service

For purposes of determining completed years of service within the bargaining unit and eligibility for lateral advancement under paragraph (a) above the definition set forth under Section 2.11(a)1 and years of previous, current and applicable nursing experience, if any, accorded under Section 12 of this Agreement shall be applied.

3. Promotional Procedure

a) Grades 2, 3, 3J, 4 and 5

An employee who is promoted within the bargaining unit from a lower classification to a higher classification except Grade 6 shall be placed in the lateral step of the higher classification at the first rate which is a minimum of 2% greater than the rate the member is earning at the time of promotion. Once promoted, and upon successful completion of the probationary period, the employee assumes his/her right to lateral advancement and/or placement into the appropriate step based upon years of service within the bargaining unit.

b) Grade 6

An employee who is promoted within the bargaining unit from a lower classification to Grade 6 shall be placed into the step which corresponds to their number of years of experience as a Nurse Practitioner. Once promoted, and upon successful completion of the probationary period, the employee assumes his/her right to lateral advancement to the appropriate step based upon years of experience as a Nurse Practitioner.

4. Chronic Care Differential Premium

A chronic care differential premium of two hundred forty dollars (\$240) per annum has been added into all wage rates set forth herein.

5. Community Health Nursing Labor Market Valuation Adjustment

Regular full-time and regular part-time employees (on a prorated basis) in the title of Community Health Nurse and Community Health Nursing Supervisor shall receive an off schedule lump sum bonus payment of \$500 payable during the period of November 1 through December 20 of each contract year (2009, 2010, 2011, 2012). Employees must be on the payroll as of the date of payment to be eligible to receive the bonus. Employees who were hired in any contract year or who are separated from the payroll in any contract year or who retire in any contract year shall receive a prorated amount of the bonus.

6. Current bargaining unit titles and corresponding salary grades are set forth herein.

It is the intent of the Association and the Employer to provide employees with a convenient place to locate and access this information. It is expressly agreed that any and all rights of the Employer to allocate or reallocate the salary grade of any bargaining unit title shall not be limited or waived by the display or inclusion of this information.

JOB TITLE	SALARY GRADE
Assistant Head Nurse	03
Assistant Nursing Supervisor (Jail/Correctional Facility)	3J
Community Health Nurse	03
Community Health Nurse Supervisor	05
Head Nurse	04
Nurse Practitioner (Gerontology)	06
Nurse Practitioner (Primary Care)	06
Nursing Supervisor	05
Nursing Supervisor (Jail/Correctional Facility)	05
Nursing Supervisor (Training)	05
Patient Evaluation Assistant	04
Patient Evaluation Supervisor	05
Registered Nurse	02
Registered Nurse (Jail/Correctional Facility)	02

GH/lmh
6/24/09

APPENDIX B

Part-Time Employees

Part-Time Employees as of September 8, 1998
Busco, Sue
Derby, Anita

APPENDIX C

ACCRUAL TABLE

EMPLOYEE SCHEDULE

VACATION LEAVE

SICK LEAVE

PERSONAL LEAVE

(Per 2 week Period)	11 days		16 days		21 days		10 days		9 days		3 days	
	1st anniversary - 4th anniversary		5th anniversary - 14th anniversary		15th anniversary - thereafter							
FULL-TIME (80 hours)	3.39	88.00	4.93	128.00	6.47	168.00	3.08	80.00	2.77	72.00	.93	24.00
	hours per pay period	hours per year	hours per pay period	hours per year	hours per pay period	hours per year	hours per pay period	hours per year	hours per pay period	hours per year	hours per pay period	hours per year

PART-TIME	11 days		16 days		21 days		10 days		9 days		3 days	
1/2 time (40hours)	1.70	44.20	2.47	64.22	3.24	84.24	1.54	40.04	1.39	36.14	.47	12.22
3/5 time (48hours)	2.04	53.04	2.96	76.96	3.88	100.88	1.85	48.10	1.67	43.42	.56	14.56
7/10 time (56hours)	2.37	61.62	3.45	89.70	4.53	117.78	2.16	56.16	1.94	50.44	.65	16.90
4/5 time (64hours)	2.71	70.46	3.94	102.44	5.18	134.68	2.47	64.22	2.22	57.72	.74	19.24
9/10 time (72hours)	3.05	79.30	4.44	115.44	5.82	151.32	2.77	72.02	2.50	65.00	.84	21.84
	hours per pay period	hours per year	hours per pay period	hours per year	hours per pay period	hours per year	hours per pay period	hours per year	hours per pay period	hours per year	hours per pay period	hours per year

Note: Leave time may not be used in increments of less than 15 minutes (.25)
 .25 = 15 minutes .50 = 30 minutes .75 = 45 minutes

APPENDIX D

MEMORANDUM OF AGREEMENT
Between
THE NEW YORK STATE NURSES ASSOCIATION
And
ONONDAGA COUNTY

Jail/Correction Health Services
Twelve (12) Hour Shifts

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2009 – December 31, 2012. Except as modified herein, the collective bargaining agreement remains in full force and effect.

The terms and conditions of employment for employees who voluntarily agree to participate in a twelve (12) hour shift option shall be those set forth in the collective bargaining agreement except as follows:

1. Participation in a twelve (12) hour shift option shall be voluntary. Management maintains the right to determine the number of RNs participating in the twelve (12) hour shift option.
2. Scheduling option:
 - a) Each full-time employee shall be scheduled for six (6) twelve (12) hour shifts and one (1) eight (8) hour shift per two (2) week pay period.
 - b) Each full-time employee shall be scheduled for four (4) eight (8) hour shifts and four (4) twelve (12) hour shifts per two (2) week pay period.
 - c) Each full-time employee shall be scheduled for two (2) twelve (12) hour shifts and seven (7) eight (8) hour shifts per two (2) week pay period.
 - d) Each part-time employee working half time (.5) shall be scheduled for two (2) twelve (12) hour shifts and two (2) eight (8) hour shifts per two(2) week pay period for a total of 40 hours.
 - e) Each part-time employee working .6 time will be scheduled for either two (2) twelve (12) and three (3) eight (8) hour shifts or four (4) twelve (12) hour shifts for a total of 48 hours.
 - f) Each part-time employee working .8 time will be scheduled for either four (4) twelve (12) and two (2) eight (8) hour shifts or two (2) twelve (12) and five (5) eight (8) hour shifts for a total of 64 hours.
 - g) To accommodate a holiday, or when switching a shift with another twelve (12) hour employee, the employee may choose to work a four (4) hour block of time as regular hours towards the eighty (80) hour pay period. This is to be done with supervisory approval.
3. Employees who wish to change their scheduling option or shift assignment shall submit their request in writing. Requests shall be granted based upon availability of requested scheduling option or shift, seniority, and approval of the Employer.
4. Employees shall not be scheduled for more than three (3) twelve (12) hour shifts in a row, unless the employee requests such a schedule.

5. Once a schedule of each employee is posted, this schedule shall be maintained until superseded by a new schedule or changed by mutual agreement between the Employer and the employees involved. All other provisions of Section 5.03 Work Schedule shall apply.

6. The Employer will schedule all employees off every other weekend unless the employee requests to work additional weekends. All other provisions of Section 5.03 Work Schedule shall apply.

For employees who work the 7:00 p.m. to 7:00 a.m. shift, the weekend shall be from 7:00 p.m. on Friday to 7:00 a.m. on Sunday or from 7:00 p.m. on Saturday to 7:00 a.m. on Monday. Employees shall be assigned to either of these consecutive shifts.

7. Employees volunteering to participate in twelve (12) hour shifts shall be scheduled for one (1) shift/option and may be scheduled for either of the designated eight (8) hour shifts as listed.

8. There shall be seven (7) twelve (12) hour shifts as follows:

- a) 7:00 a.m.-7:00 p.m.; 7:00 a.m.-3:00 p.m.; or 3:00 p.m.-11:00 p.m.
- b) 7:00 p.m.-7:00 a.m.; 3:00 p.m.-11:00 p.m.; or 11:00 p.m.-7:00 a.m.
- c) 3:00 p.m.-3:00 a.m.; 3:00 p.m.-11:00 p.m.; or 11:00 p.m.-7:00 a.m.
- d) 3:00 a.m.-3:00 p.m.; 7:00 a.m.-3:00 p.m.; or 3:00 p.m.-11:00 p.m.
- e) 11:00 a.m.-11:00 p.m.; 7:00 a.m.-3:00 p.m.; or 3:00 p.m.-11:00 p.m.
- f) 11:00 p.m.-11:00 a.m.; 11:00 p.m.-7:00 a.m.; or 7:00 a.m.-3:00 p.m.
- g) 9:00 a.m.-9:00 p.m.; 7:00 a.m.-3:00 p.m.; or 3:00 p.m.-11:00 p.m.

9. Shift differential as defined in Article 10 Institutional Shift Differential Premium shall be paid for all hours worked between 3:00 p.m. and 7:00 a.m.

10. All work over eighty (80) hours in a pay period or over twelve (12) hours on a scheduled twelve (12) hour day in a twenty-four (24) hour period, or over eight (8) hours on a scheduled eight (8) hour day in any twenty-four (24) hour period, will be paid at the rate of one and one-half (1 ½) times the employee's regular compensation rate.

11. The employee may on occasion be required to work over the twelve (12) hour shift in order to cover for unscheduled absences, but in no case will the employee be required to work more than sixteen (16) hours straight.

12. Rest periods for twelve (12) hour shifts will be scheduled as follows:

- a) The present practice for scheduling of the fifteen (15) minute rest period and the thirty (30) minute meal period shall continue during the first eight (8) hours of the shift.
- b) One (1) fifteen (15) minute paid break during the last four (4) hours of the shift.

13. Accrual of holiday time shall remain unchanged at eight (8) hours for each holiday except for Thanksgiving Day, Christmas Day and New Year's Day where the amount shall be twelve (12) hours for those employees who work a twelve (12) hour shift on those days.

Holiday, vacation, sick and personal leave may be used on an hour-for-hour basis (i.e., twelve [12] hours leave for a twelve [12] hour shift). Work performed on Thanksgiving Day, Christmas Day, and New Year's Day shall be paid at one and one-half times the regular rate of compensation. The Employer agrees to consider requests from employees to work eight (8) hours on a holiday.

14. Either party may terminate this agreement by providing the other party with thirty (30) calendar days written notice of intent to terminate.

15. If the twelve (12) hour program is discontinued in any department, employees who entered the program from eight (8) hour positions may return to their original status, and those employees hired into the program will be slotted to appropriate jobs according to the posting and bidding procedure as set forth in Section 2.13 Seniority Application: Positions of current contract.

Signed by Employer and Association.

COUNTY OF ONONDAGA

By Peter Terenzi

Title Director of Employee Relations

Date 7/20/09

NEW YORK STATE NURSES ASSOCIATION

By [Signature] NANA

Director
Title Economic and General Welfare Program

Date 6/24/09

APPENDIX E

MEMORANDUM OF AGREEMENT
Between
NEW YORK STATE NURSES ASSOCIATION
And
ONONDAGA COUNTY

*Flex Time Plan for Department of Long Term Care Services
Community Services Division*

The purpose of this Memorandum of Agreement is to provide a flexible scheduling option for the Department of Long Term Care Services – Community Services Division. The proposed Flex Time Plan must ensure the maintenance of full coverage of all existing functions, improve customer service and improve or maintain satisfactory levels of productivity.

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2009 – December 31, 2012. Except as modified herein, the collective bargaining agreement remains in full force and effect.

1. Section 5.01 Normal Workday: The normal workday shall not exceed nine hours in any twenty four (24) hour period. The workday shall begin no earlier than 7:30 a.m. and end no later than 6:00 p.m. Exceptions of up to one-half (½) hour may be approved for good business reasons with the approval of the Director of Patient Services and Deputy Commissioner of Long Term Care Services.

When an employee is required by the Department to attend a training program which does not correspond to the employee's flex work schedule and would require the payment of overtime, such employee's work schedule for the week(s) of training shall be changed to a traditional five – eight (8) hour days with the specific work hours to be determined by the employee and supervisor. For training sessions of less than a full week or less than a full day, the employee's work schedule for the dates of training shall be worked out in advance with the supervisor and approved by the Deputy Commissioner.

2. Section 5.03 Work Schedule: Employees participating in the Flex Time Plan shall work nine (9) out of ten (10) workdays in the pay period. Participation in the Flex Time Plan is voluntary.

To ensure "full coverage", there must be at least three (3) nurses and one (1) supervisor scheduled to work until the 4:30 p.m. close of business and at least two (2) nurses and one (1) supervisor scheduled to work between 8:00 a.m. and 9:00 a.m. to cover the beginning of the business day.

Employees of this unit desiring to participate in the flex time will submit a written plan to their supervisor utilizing the format provided in Exhibit A of this Agreement. This plan shall contain the names of all employees in the unit and each individual employee's work schedule. Plans may be submitted using another format as long as all required information is contained in the written plan. Every plan must have the signature of the Director of Patient Services and the Deputy Commissioner of Long Term Care indicating approval of

the plan. Copies of approved plans shall be sent to the Deputy Commissioner of Long Term Care Services, Director of Personnel and the Association.

The open enrollment period to join the flex schedule or to request changes in work schedules will be April 1st and October 1st. New or revised plans should be submitted between March 1st and March 15th to be effective the first full pay period in April or between September 1st and September 15th which would be effective the first pay period in October. For newly instituted flex programs the start date may vary but semi-annual dates for joining or changing work schedules will remain in effect.

Unit work schedules cited above (i.e. daily work start and stop times or flex day off), whether flex program participants or not, may be changed as needed by mutual agreement between the supervisor and employees or as directed by management for business reasons. Such changes must be approved in advance by the supervisor and Deputy Commissioner. Work schedules will be posted in the normal manner on the unit.

Employees wishing to discontinue participation in a Flex Time Plan and return to a traditional five (5) day work week may do so with five (5) days written notice to their supervisor. The employee's new work hours shall be determined by mutual agreement between the employee and the supervisor and with the approval of the Deputy Commissioner.

The Employer and the Association agree that agency needs, employee requests, and employee seniority shall be taken into account by the Employer when making work schedule assignments. To the extent that employees are not able to agree on scheduling within an individual work unit, seniority, as defined in the collective bargaining agreement, will be used to resolve scheduling conflicts.

3. Section 9.02 Health Department/Department of Long Term Care Services – Community Services Division - Overtime Premium: For those employees participating in the Flex Time Plan overtime compensation premium shall be paid at the rate of one and one-half (1 ½) the regular compensation rate for hours worked in excess of nine (9) hours in any twenty four (24) hour period or more than eighty (80) hours in a pay period (unless such work is caused by a schedule modification made at the request of the employee e.g., a change in work shift).

4. Section 13 Holidays and Holiday Premium: In any pay period in which a holiday falls, including the two floating holidays, all employees covered by this agreement shall return to a regular schedule of ten (10) eight (8) hour workdays.

5. Section 21 Employee Leave Benefits

Use of Leave: An employee will be charged leave corresponding to the normal workday scheduled. Employees may not modify their schedule for the purpose of using less leave time.

The remaining employee leave benefits (extended Sick Leave, Jury Duty and Court Attendance, Civil Service Examinations and Childbirth Leave) shall be administered on the basis of a normal workday of up to nine (9) hours corresponding to the normal workday scheduled.

All other rules, conditions and requirements pertaining to employee leave benefits shall remain in full force and effect unless otherwise agreed upon by the parties.

6. Section 26 County Management: The Employer has the right to accept or reject a flex time proposal proposed by a particular work unit, and may require the temporary or permanent modification or discontinuance of an existing flex time plan upon ten (10) business days notice. This right will not be used in an arbitrary or capricious manner. Prior to the discontinuance of a flex time program, the parties will discuss and attempt to resolve concerns that may cause cancellation of the program.

Nothing contained in the Flex Time Plan Agreement shall diminish, expand or alter management's rights under Section 26 or Section 5.03 Work Schedule of the collective bargaining agreement to establish employee work schedules and deploy staff as necessary to accomplish the mission and carry out the daily operation of the Department of Long Term Care: Community Services Division.

This agreement constitutes the entire agreement between the Employer and the Association on the flex time plan and the work nine of ten extended day. During its life, neither party will be obligated to collectively negotiate with respect to any subject or matter referred to or covered in said agreement or with respect to any subject or matter not specifically covered in it. In reaching this agreement, the Employer and the Association have considered all matters lawfully subject to collective negotiation.

A party desiring amendment, supplement or renewal will notify the other party in writing stating the circumstances of the amendment, supplement or renewal desired.

This agreement may be terminated by either party upon written notice to the other; such termination shall become effective on the thirtieth (30th) calendar day after receipt of such termination.

Signed by Employer and Association.

COUNTY OF ONONDAGA

By _____

Title Deputy Commissioner

Date _____

By _____

Title Commissioner

Date _____

By Peter T. ...

Title Director of Employee Relations

Date 7/20/09

NEW YORK STATE NURSES ASSOCIATION

By _____

Title Director
Economic and General Welfare Program

Date 6/24/09

APPENDIX F

**MEMORANDUM OF AGREEMENT
BETWEEN
NEW YORK STATE NURSES ASSOCIATION
AND
ONONDAGA COUNTY**

Flex Time Plan in the Bureau of Special Children's Services

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2009 through December 31, 2012. Except as modified herein, the collective bargaining agreement remains in full force and effect.

The terms and conditions for employees who voluntarily agree to participate in a Flex Time Plan shall be those set forth in the collective bargaining agreement except as follows:

This agreement made on this 16th day of May, 2002, by and between the County of Onondaga (hereinafter "Employer") and the New York State Nurses Association (hereinafter "Union");

WHEREAS, the Employer and the Union are parties to a collective bargaining agreement effective January 1, 2001 through December 31, 2001, setting forth terms and conditions of employment for employees represented by the Union in the Onondaga County Health Department Bureau of Special Children's Services;

WHEREAS, the Employer and the Union have met and discussed the establishment of a flex schedule and four-day work week/extended hour program (see attached schedules) and are now prepared to proceed with its implementation;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The flex schedule and four-day work week/extended hour program shall be maintained in accordance with the attached schedule.
2. The provisions of the current collective bargaining agreement covering the following terms and conditions of employment shall be considered modified in application to staff in order to conform with the flex schedule and four-day work week/extended hour program including, but not limited to, the following:

Normal Workday – Shall be up to 10 hours in a 24-hour period as set forth in the schedules attached as Exhibit A.

Regular Compensation Premium – Shall be paid for all hours worked in a normal workday of up to 10 hours.

Overtime Compensation Premium – Shall be paid at the rate of one and one-half times the regular compensation rate for hours worked in excess of 9 or 10 hours in a 9 or 10 hour workday.

Holiday and Holiday Premium – In any week in which a holiday falls, including the two floating holidays, all employees covered by this agreement shall return to a regular schedule of five (5) eight-hour days.

Employees Leave Benefits – for the following benefits, employees shall earn leave benefits in units of hours based on the formula (number of days in the contract x 8 hours = number of hours of benefits):

Vacation Leave:	11 days per year x 8 hours = 88 hours/year 16 days per year x 8 hours = 128 hours/year 21 days per year x 8 hours = 168 hours/year
Personal Leave:	3 days per year x 8 hours = 24 hours/year
Terminal Leave:	21 days per year x 8 hours = 168 hours maximum

Use of Leave: An employee will be charged paid leave corresponding to the normal workday scheduled. Employees using vacation, personal leave, or sick leave will be charged the number of hours defined by their schedule. Employees may not modify their schedule for the purpose of using less leave time.

The remaining employee leave benefits (Extended Sick Leave, Bereavement Leave, Jury Duty and Court Attendance, Civil Service Examinations, Childbirth Leave, and Emergency Service Providers Leave) shall be administered on the basis of a normal workday of up to 10 hours corresponding to the normal workday scheduled.

All other rules, conditions, and requirements pertaining to employee leave benefits shall remain in full force and effect unless otherwise agreed upon by the parties.

Shift Differential – shall not apply.

3. Participation in the program is voluntary and based on a "buddy system" for coverage. Employee must affirmatively elect to participate or not participate in the flex schedule or four-day work week program. Such election shall remain in effect for the duration of the program, except for extenuating circumstances, and is subject to the approval of the Employer.

4. The Employer and Union agree that agency needs, employee requests, and employee seniority shall be taken into account by the Employer when making work schedule assignments.

5. The Employer and Union agree that either party, upon written notice to the other, may cancel the flex schedule and four-day work week/extended hour program and return to the previous work schedule which shall take effect no later than thirty calendar days after receipt of such notice.

6. This agreement constitutes the entire agreement between the Employer and Union on the flex schedule and four-day work week/extended hour program. During its life, neither party will be obligated to collectively negotiate with respect to any subject or matter referred to or covered in said agreement or with respect to any subject or matter not specifically covered in it. In reaching this agreement, the Employer and Union have

considered all matters lawfully subject to collective negotiation. A party desiring amendment, supplement, or renewal will notify the other party in writing stating the circumstances of the amendment, supplement, or renewal desired.

7. Any alleged violation, misinterpretation, or inequitable application of this agreement shall be processed under Article 25 – Grievance and Arbitration Procedure contained in the collective bargaining agreement.

8. Non-participating employees and new hires may apply to participate in the flex schedule and four-day work week/extended hour program to the Director of Special Children's Services. Participation shall be subject to the approval of the Employer.

Signed by Employer and Association.

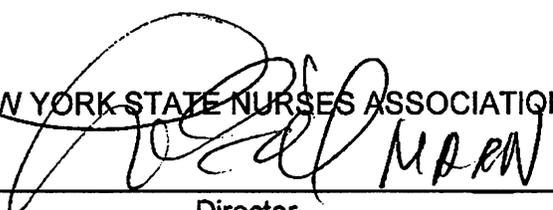
COUNTY OF ONONDAGA

By _____

Title Deputy Commissioner

Date _____

NEW YORK STATE NURSES ASSOCIATION

By  _____

Director

Title Economic and General Welfare Program

Date 6/24/09

By  _____

Title Director of Employee Relations

Date 7/28/09

APPENDIX G

**MEMORANDUM OF AGREEMENT
Between
NEW YORK STATE NURSES ASSOCIATION
And
ONONDAGA COUNTY**

Home Visits

During the course of negotiations for the January 1, 2009 through December 31, 2012 collective bargaining agreement the New York State Nurses Association (hereinafter "Association") and the County of Onondaga (hereinafter "Employer") held considerable discussion on the Association's interest in the safety of its members when performing field assignments (e.g. home visits). The Employer and Association understand and agree that this is a mutual interest. The Employer and Association understand and agree that further discussion on the refinement and operation and application of the current policy of the Onondaga County Health Department concerning home visiting and the development of an improved protocol for client contact, alternative sites for home visits, providing input into safe and unsafe locations, and ensuring the involvement of supervisory and management staff when situations involving employee safety arise is desirable. The Association and Employer understand and agree that the provisions of Section 18 Joint Professional Committee shall be utilized by the parties in the furtherance of this matter.

Signed by Employer and Association.

COUNTY OF ONONDAGA

By *Peter T. Corcoran*

Title *DIRECTOR OF EMPLOYER SERVICES*

Date *7/20/09*

NEW YORK STATE NURSES ASSOCIATION

By *[Signature]*
Director

Title *Economic and General Welfare Program*

Date *6/24/09*

APPENDIX H

**MEMORANDUM OF AGREEMENT
Between
NEW YORK STATE NURSES ASSOCIATION
And
ONONDAGA COUNTY**

Attendance and Tardiness Policy

During the course of negotiations for the January 1, 2009 through December 31, 2012 collective bargaining agreement the New York State Nurses Association (hereinafter "Association") and the County of Onondaga (hereinafter "Employer") held considerable discussion on the County's interest in an Attendance and Tardiness policy. The Employer and the Association agree that regular attendance is an obligation of an employee. The Association and the Employer agree to hold Labor-Management meetings in each Department to discuss attendance and tardiness policies specific for each location.

Signed by Employer and Association.

COUNTY OF ONONDAGA

By Peter T. Loran

Title Director of Economic Services

Date 7/20/09

NEW YORK STATE NURSES ASSOCIATION

By Sharon Marn
Director

Title Economic and General Welfare Program

Date 6/24/09

APPENDIX I

**SIDE LETTER OF AGREEMENT
Between
NEW YORK STATE NURSES ASSOCIATION
And
ONONDAGA COUNTY**

*Changes to Onondaga County OnPoint: Point of Service Health and Wellness Plan,
dated January 2004.*

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2009 through December 31, 2012. Except as modified herein, the collective bargaining agreement remains in full force and effect.

1. Effective upon the adoption of the 2006-2007 collective bargaining agreement by the Onondaga County Legislature on September 5, 2006, the parties agree all co-payments established by OnPoint in the amount of \$10 shall be increased to \$15 except for co-payments incurred by enrollees age 0 through 15 for services coded as pediatric services by OnPoint shall be \$12.
2. Effective January 1, 2007, all co-payments established by OnPoint in the amount of \$15 shall be increased to \$17 except for co-payments incurred by enrollees age 0 through 15 for services coded as pediatric services by OnPoint shall be \$12.
3. The County shall provide the Association with the new OnPoint Summary Plan booklet, as soon as it is prepared.

Signed by Employer and Association.

COUNTY OF ONONDAGA

By *Peter Teresiani*

Title *DIRECTOR OF ECONOMIC REVENUE*

Date *7/20/09*

NEW YORK STATE NURSES ASSOCIATION

By *[Signature]*

Director

Title *Economic and General Welfare Program*

Date *6/24/09*

APPENDIX J

MEMORANDUM OF AGREEMENT
Between
THE NEW YORK STATE NURSES ASSOCIATION
And
ONONDAGA COUNTY

*Correction Health Services
Ten (10) Hour Shifts
Nurse Practitioners*

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2009 – December 31, 2012. Except as modified herein, the collective bargaining agreement remains in full force and effect.

The terms and conditions of employment for Nurse Practitioners who voluntarily agree to participate in a ten (10) hour shift option shall be those set forth in the collective bargaining agreement except as follows:

1. Participation in a ten (10) hour shift option shall be voluntary. Management maintains the right to determine the number of Nurse Practitioners participating in the ten (10) hour shift option. Participating Nurse Practitioners will return to five (5) eight (8) hour shifts, Monday through Friday, in the event of vacations of one (1) week or more, vacancies or other unplanned absences. Where possible, the Employer shall notify the Association in writing at least two (2) weeks in advance when the Nurse Practitioner returns to the five (5) eight (8) hour shift schedule due to a vacancy or other unplanned absence.
2. Scheduling option:
Each full-time employee shall be scheduled for four (4) ten (10) hour shifts per week (Monday through Friday). Nurse Practitioners will have every Saturday and Sunday off.
3. Once a schedule of each employee is posted, this schedule shall be maintained until superseded by a new schedule or changed by mutual agreement between the Employer and the employees involved. All other provisions of Section 5.03 Work Schedule shall apply.
4. The ten (10) hour shifts shall be between 8:00 a.m. and 10 a.m. and from 6:00 p.m. and 8:00 p.m.
5. Shift differential as defined in Article 10 Institutional Shift Differential shall be paid for all hours worked between 4:00 p.m. and 8:00 p.m.
6. All work over eighty (80) hours in a pay period or over ten (10) hours on a scheduled ten (10) hour day in a twenty-four (24) hour period, will be paid at the rate of one and one-half (1 ½) times the employee's regular compensation rate. Nurse Practitioners may opt to receive compensatory time in accordance with Section 9 Overtime Premium Compensation of the collective bargaining agreement.
7. Rest periods for ten (10) hour shifts will be scheduled as follows:

- a) The present practice for scheduling of the fifteen (15) minute rest period and the thirty (30) minute meal period shall continue during the first eight (8) hours of the shift.
 - b) One (1) fifteen (15) minute paid break during the last two (2) hours of the shift.
8. Nurse Practitioner under this agreement will not be scheduled to work on a holiday. Holiday pay shall remain unchanged at eight (8) hours for each holiday. Holiday, vacation, sick and personal leave may be used on an hour-for-hour basis (i.e. ten (10) hours leave for a ten (10) hour shift).
9. Either party may terminate this agreement by providing the other party with thirty (30) calendar days written notice of intent to terminate.
10. If the ten (10) hour program is discontinued in any department, employees who entered the program from eight (8) hour positions may return to their original status, and those employees hired into the program will be slotted to appropriate jobs according to the posting and bidding procedure as set forth in Section 2.13 Seniority Application: Positions of current contract.

Signed by Employer and Association.

COUNTY OF ONONDAGA

By Peter T. ...

Title Director of Employee Relations

Date 7/20/09

NEW YORK STATE NURSES ASSOCIATION

By [Signature]
Director

Title Economic and General Welfare Program

Date 6/26/09

APPENDIX K

**MEMORANDUM OF AGREEMENT
Between
NEW YORK STATE NURSES ASSOCIATION
And
ONONDAGA COUNTY**

The Employer and Association recognize that the present deterioration of economic conditions including but not limited to federal and state funding streams, local tax and other revenue sources and unemployment levels pose serious challenges for Onondaga County government going forward in 2009. The Employer and Association acknowledge the potential necessity to participate in addressing these challenges along with other employee organizations and management through adjustments in costs and expenses of labor and employment in 2009 and over the term of this agreement as part of a comprehensive initiative to maintain the Employer's structural fiscal integrity.

Signed by Employer and Association.

COUNTY OF ONONDAGA

By *John J. ...*

Title *Director of Employee Relations*

Date *7/20/09*

NEW YORK STATE NURSES ASSOCIATION

By *[Signature]*
Director

Title *Economic and General Welfare Program*

Date *6/24/09*

4

OCTOBER 3, 2017
SESSION

	AYES:	NOES:	ABSENT	
11. KILMARTIN				
17. ERVIN				
5. CODY				
6. PLOCHOCKI				
7. LIEDKA				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
12. KNAPP				
13. SHEPARD				
14. JORDAN			✓	
16. WILLIAMS				
1. MAY				
2. DOUGHERTY				
3. BURTIS				
4. TASSONE				
15. McMAHON				
TOTAL	16	0	1	

October 3, 2017

136

Motion Made By Mr. Shepard

RESOLUTION NO. _____

AMENDING THE 2017 COUNTY BUDGET TO MAKE SURPLUS ROOM OCCUPANCY FUNDING AVAILABLE FOR USE IN SUPPORT OF THE LANDMARK THEATRE

WHEREAS, there are prior year surplus room occupancy tax funds available, and it is necessary to amend the budget to make such funds available for use by the Landmark Theatre; now, therefore be it

RESOLVED, that the budget shall be amended, as provided herein below, to make such funds available for use by the Landmark Theatre, provided that agreements are executed as may be necessary, containing terms and conditions to be negotiated regarding such funds, including, but not limited to, the use and oversight thereof; and, be it further

RESOLVED, that the 2017 County Budget be amended as follows:

REVENUES:

In Admin Unit 2365300000	
County Promotion	
In Speed Type# 140814	
In Project 719010-County Tourism	
In Account 590005-Non Real Prop Tax Items	\$50,000

APPROPRIATIONS:

In Admin Unit 2365300000	
County Promotion	
In Speed Type# 140814	
In Project 719010-County Tourism	\$50,000

ROT - Landmark
AMA
dak



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF LEGISLATION DULY ADOPTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE 3rd DAY OF October, 2017.

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

17 AUG 23 AM 10:29

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

5

OCTOBER 3, 2017
SESSION

	AYES:	NOES:	ABSENT	
11. KILMARTIN				
17. ERVIN				
5. CODY				
6. PLOCHOCKI				
7. LIEDKA				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
12. KNAPP				
13. SHEPARD				
14. JORDAN			✓	
16. WILLIAMS				
1. MAY				
2. DOUGHERTY				
3. BURTIS				
4. TASSONE				
15. McMAHON				
TOTAL	16	0	1	

6.

October 3, 2017

137

Motion Made By Mr. McMahon

RESOLUTION NO. _____

AUTHORIZING THE EXECUTION OF SHARED SERVICES AGREEMENTS FOR THE PROVISION OF VARIOUS PURCHASING SERVICES BY ONONDAGA COUNTY TO THE COUNTY OF OSWEGO AND THE CITY OF OSWEGO

WHEREAS, the County of Oswego and the City of Oswego have each indicated a desire to obtain certain purchasing services from Onondaga County, and it is necessary to authorize the execution of shared services agreements with each entity; and

WHEREAS, each municipality will compensate Onondaga County for costs incurred by Onondaga County associated with the provision of these services, and such revenues are anticipated within the 2018 County Budget; now, therefore be it

RESOLVED, that the County Executive hereby is authorized to enter into agreements with each municipality to provide for such services and compensation and to otherwise implement the intent of this resolution, with any such shared services agreement providing for an initial period to extend through December 31, 2018, and further providing the parties with the ability to renew the shared services agreement three times, with each such renewal term being for a period of one year.

Purchase IMA - Oswego
KMB
dak

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF LEGISLATION DULY ADOPTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

3rd DAY OF October, 2017.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

17 SEP 27 PM 3:15
RECEIVED
ONONDAGA COUNTY
LEGISLATURE

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

DEPARTMENT _____
17 SEP 25 PM 3:03

CONTRACT NO. _____

AGREEMENT

THIS AGREEMENT, by and between the COUNTY OF ONONDAGA, a municipal corporation of the State of New York, by Joanne M. Mahoney, County Executive, hereinafter the "Onondaga County", the COUNTY OF OSWEGO, a municipal corporation of the State of New York, by Kevin L. Gardner as Chairman of the Oswego County Legislature, hereinafter "Oswego County";

WITNESSETH:

WHEREAS, as evidenced by Onondaga County Legislature Resolution No. _____, adopted _____, 2017, and by Oswego County Legislature Resolution No. _____, adopted September 14, 2017, Onondaga County and Oswego County have each authorized the execution of an agreement for the provision of certain purchasing services and administrative functions by Onondaga County to Oswego County, consistent with and as permitted by applicable law, including, but not limited to, the provisions of General Municipal Law Section 119-o (shared services) and Article 5-a (public contracts); and

WHEREAS, the consolidation of purchasing services allows for taxpayer savings by streamlining services, reducing overall costs, and creating a greater economy of scale for items needed by each municipality;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, it is AGREED AS FOLLOWS:

1. AUTHORIZATION TO ENTER INTO AGREEMENT

Onondaga County and Oswego County each have obtained the required approvals to enter into this Agreement, whereby Onondaga County is to perform the several purchasing services and administrative functions for Oswego County as provided for herein.

2. SCOPE OF SERVICES

The parties agree that where this Agreement refers to the "Purchasing Director", the work may be performed by employees within the Onondaga County Division of Purchase or by such other person designated by Onondaga County's Purchasing Director.

This Agreement provides for a set of purchasing services to be provided by Onondaga County to Oswego County, and Onondaga County and Oswego County intend that the services under this Agreement, as provided herein, will be performed in the manner and in the timeframe documented in the Service Level Agreement, where such is attached hereto and incorporated herein as Attachment A. The Service Level Agreement may be amended by the parties from time to time in writing, and any amendments to such document shall be attached to Attachment A and incorporated therein. In the event of a conflict between this Agreement and the Service Level Agreement, this Agreement controls.

A. Purchasing Services to be provided by Onondaga County to Oswego County

i. Purchases to be made through the use of a contract awarded by Onondaga County or other governmental entities ("Piggy-backing").

- a. Onondaga County shall continue to procure goods and/or services according to the applicable provisions of federal, state, and local laws, resolutions, and regulations.

Pursuant to General Municipal Law §103(3), Onondaga County may choose to enter into contracts for various goods and services, and Onondaga County shall make its contracts available for use by Oswego County as permitted by law.

However, if Oswego County wishes to make a purchase in which the terms, conditions and/or specifications vary from those found in Onondaga County's contract with the vendor or contractor, then such purchase will be considered to be one for the exclusive benefit of Oswego County, as may be appropriate, governed by the process outlined in subsection iii herein below.

- b. Onondaga County Purchase Director also shall assist Oswego County in determining whether contracts awarded by other governmental entities are available for use by Oswego County to purchase of goods and services, consistent with the provisions of General Municipal Law Article 5-a and other applicable law, where such governmental entities may include New York State, the United States of America, any state, any other political subdivision or district, if any such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with General Municipal Law Section 103 and made available for use by other governmental entities. Further, the Onondaga County Purchase Director shall assist Oswego County in using contracts available through national cooperative bidding programs, if acceptable to Oswego County.
- c. In the event that Oswego County chooses to purchase goods and/or services through a contract awarded by Onondaga County or another governmental entity, Oswego County shall accept sole responsibility for any payment due the vendor or contractor for such purchase in accordance with Oswego County's audit and payment policies and procedures.

ii. Joint Solicitation of Bids for goods and/or services for Onondaga County and Oswego County.

Joint solicitation of bids shall mean the solicitation of bids for the purchase of goods and/or services on behalf of Onondaga County and Oswego County, each in its separate capacity.

The procedure for the joint solicitation of bids shall be as follows:

- a. The parties shall file with Onondaga County Director of Purchase a list of administrators designated to be the point of contact for purposes of this agreement. The appropriate administrator for Oswego County shall provide information to Onondaga County Director of Purchase to assist Onondaga County in drafting bid specifications and in determining the consolidated quantity of goods and services to be procured by each of the parties, including whether the funds are appropriated and available to purchase the goods and/or services and whether any MBE/WBE or other requirements apply.

- b. In consultation with the appropriate administrator as provided for above, Onondaga County Director of Purchase shall develop the bid specifications and shall determine the key terms to be included within the awarded contract prior to the issuance of the bid specifications, and such key terms shall be provided for within the bid specifications so issued by Onondaga County. Such bid specifications shall provide for a separate contract to be awarded for goods or services required by Onondaga County and Oswego County, as the case may be.
- c. Prior to the solicitation of any bids, Oswego County shall, on a form provided by Onondaga County, verify to Onondaga County Director of Purchase that sufficient funds are appropriated and available to pay for Oswego County's share of the goods and/or services, that Onondaga County is authorized to solicit the bid on behalf of Oswego County, and that Oswego County shall be responsible for payment of all goods and/or services so procured. The parties agree that Onondaga County is entitled to rely upon the representations made therein.
- d. Onondaga County Director of Purchase shall provide for publication and advertisement of bid solicitations; respond to bidder inquiries; schedule and staff bid openings; receive, open, read and record bids; and forward bid responses to the appropriate administrator, as provided for hereinabove. The appropriate administrator shall review the responses, and on a form provided by Onondaga County, notify Onondaga County Director of Purchase as to Oswego County's determination of the lowest responsible bidder.
- e. Onondaga County Director of Purchase shall determine whether and to whom to award the bid with respect to Onondaga County's portion of such goods and/or services, and Oswego County shall determine whether and to whom to award the bid for Oswego County's portion of such goods and/or services.
- f. Contracts shall be awarded separately for Onondaga County and Oswego County, and the bid specifications shall so provide for such separate award. Oswego County, as the case may be, shall be responsible for all goods or services procured on behalf of Oswego County.

iii. Procurement of goods, services and/or public works for Oswego County.

The procedure for the procurement of goods, services and/or public works for Oswego County shall be as follows:

- a. The appropriate administrator designated by Oswego County, as provided for above, shall provide information to Onondaga County Director of Purchase to assist in drafting the bid specifications, including whether funds are appropriated and available for the purchase of the goods or services, and whether any MBE/WBE or other requirements apply. Requests by Oswego County to develop or draft bid specifications also shall be accompanied by a statement, on a form provided by Onondaga County, that Oswego County has approved the request.
- b. In consultation with and with the approval of the appropriate administrator as provided for above, Onondaga County Director of Purchase shall develop the bid specifications and shall determine the key terms to be included within the awarded contract prior to the issuance of the bid specifications, and such key terms shall be

provided for within the bid specifications so issued by Onondaga County. Such bid specifications shall provide that the contract will be awarded by Oswego County and that Oswego County shall be responsible for the payment of all goods or services procured.

- c. Prior to the solicitation of the bid, Oswego County shall, on a form provided by Onondaga County, verify to Onondaga County Director of Purchase that funds sufficient to pay for Oswego County share of the goods and/or services are appropriated and available, that Onondaga County is authorized to solicit the bid on behalf of Oswego County, and that Oswego County shall be responsible for payment of all goods and/or services so procured. Oswego County shall encumber sufficient funds upon award of a bid or RFP to pay the same. The parties agree that Onondaga County shall be entitled to rely upon the representations made therein.
- d. Onondaga County Director of Purchase shall provide for publication and advertisement of any requests for bids; respond to vendor inquiries; schedule and staff bid openings; receive, open, read and record bids; and review bid responses with the appropriate administrator, as provided for hereinabove. The appropriate administrator shall advise Onondaga County Director of Purchase of Oswego County determination of the low bidder.
- e. Oswego County shall determine whether and to whom to award the contract for goods and/or services to be procured. Oswego County shall be solely responsible for payment for all goods or services procured on its behalf in accordance with Oswego County's audit and payment policies and procedures.

iv. Procurement of professional services pursuant to Requests for Proposals.

Onondaga County will perform administrative services related to the procurement of professional services using the competitive Request for Proposals process ("RFP"); provided, however, that Oswego County shall be responsible for convening a committee to review, evaluate, and score proposals and to make the final determination as to the award of any such professional services contract. Further, Oswego County shall be responsible for determining the scope of such contracts and the substantive qualities related to the professional services, including the relative weight to be accorded to factors within the evaluation and scoring process.

v. Procurement of goods or services for emergency work.

Onondaga County will provide administrative services related to the procurement of goods and services on behalf of Oswego County to address situations of public emergency using such procedures as typically used by Onondaga County, unless directed otherwise in writing by Oswego County. Oswego County retains the right to make emergency procurement of goods and services consistent with General Municipal Law §103(4).

Onondaga County shall inform an appropriate administrator of Oswego County if Onondaga County should become aware of a departmental request it reasonably believes to be couched as an emergency which does not constitute an emergency situation under state law for the purposes of this Agreement.

Such Oswego County administrator shall determine whether an emergency exists. Oswego County may, thereafter, either direct Onondaga County to procure the goods and services using appropriate methods of procurement consistent with applicable law, or make such emergency procurement of its own goods and services consistent with General Municipal Law §103(4).

vi. Procurement falling within other Exemptions to Bidding

To the extent that the goods and services to be procured are of a type that falls within a permitted exemption from the bidding requirement of General Municipal Law §103, such goods and services shall be procured in a manner consistent with applicable law.

Oswego County shall be responsible for selecting and procuring said goods and services and they shall not be covered by the scope of this agreement. Routine vendor payments for non-procurement related purposes, such as intermunicipal agreement payments, employee health payments, payments to Onondaga County under other contracts, workers comp payments, inmate hospital bills, etc. shall also be paid directly by Oswego County.

In addition to the several exemptions specifically listed within other provisions of this Agreement, such exemptions include, but are not limited to, Preferred Sources, as defined by State Finance Law §162.

vii. Discretionary Purchases.

Onondaga County shall provide for competitive procurement for goods and services where the anticipated cost of such goods and services is less than the applicable monetary thresholds for competitive bidding or the request for proposals process. For such purchases, the competitive procurement services to be provided by Onondaga County include vendor identification and price quote solicitation.

viii. Additional Related Services for Oswego County

In addition to the foregoing, Onondaga County will coordinate with the appropriate administrator designated by Oswego County to obtain information to be used in drafting specifications for bid solicitations, requests for proposals, and other competitive processes. Oswego shall notify Onondaga County of the determinations listed below, where such determinations are relevant to drafting a particular set of specifications for goods and services.

Such determinations include:

- whether funds are appropriated and available for use in the procurement of the intended goods and services;
- NYSDOL prevailing wage schedule and certified payroll requirements and tracking, if applicable;
- whether participation goals exist for utilizing vendors identified as being a Minority Business Enterprise (“MBE”) or a Women Business Enterprise (“WBE”); and
- such other information determined to be relevant by Oswego County.

An administrator designated by Oswego County shall indicate approval of Oswego County’s determinations.

Onondaga County shall respond to inquiries made by interested parties during the procurement process as may be appropriate, and Oswego County shall provide information and otherwise cooperate with Onondaga County as may be necessary in making such responses. The parties shall designate the restricted contacts for each bid or RFP solicitation as required for Procurement Lobbying Act purposes (State Finance Law §§139-j, 139-k).

ix. Change Orders/Substitutions

Onondaga County shall not permit or allow any substitutions of commodities or change orders to bid awards, nor amendments to the scope of services for RFPs, without the prior written approval of Oswego County.

x. Oswego County Records

Oswego County shall maintain ownership of its records not otherwise uploaded in digital form into MUNIS, such as large format plans, specification books, bid bonds, payment bonds for Oswego County bids and solicitations, where such records shall remain the property of the County of Oswego. The parties shall develop a process for the retrieval of same as may be necessary. Oswego County shall be responsible for responding to requests for records as may be made under Public Officers Law and the Freedom of Information Act.

B. Obligations of Oswego County.

i. Purchasing Services to be performed by Oswego County.

Oswego County shall continue to perform the following functions and duties, and Onondaga County shall perform no services with respect to the following except as specifically provided for herein:

- a. Award of Contracts. Oswego County shall evaluate bid responses and submitted proposals, determine whether and to whom to award a contract, and notify Onondaga County of its determination. Onondaga County shall issue the notice of award on Oswego County's behalf.
- b. Management of insurance coverage and bonds related to contract performance;
- c. Procurement of goods or services where such procurement is deemed by Oswego County impracticable to bid; where such procurement is deemed to be available only from a sole source or has been subject to standardization of purchase; or where such procurement would otherwise fall under an exception to bidding, such as where the cost of the goods or services will be less than the applicable monetary thresholds for competitive bidding, lease purchase, or energy performance. Provided, however, Onondaga County will provide for the competitive procurement of standardized goods if so requested by Oswego County, provided that Oswego County provides Onondaga County with documentation reasonably acceptable to Onondaga County that such standardization comports with applicable law. And, if requested by Oswego County, Onondaga County Purchase Director will assist Oswego County in obtaining price quotes for the purchase of goods and/or services where the anticipated cost of such goods and/or services is less than the applicable monetary thresholds for competitive bidding.
- d. Administration of all contracts awarded on behalf of Oswego County, including contracts for joint procurement of goods and services, and contracts for goods, services, and public works exclusively for Oswego County. Such administration shall include, but not be limited to, legal work, enforcement, and communication with the vendor related to job performance. Oswego County shall be responsible for collecting, reporting, and maintaining all required information about contract compliance, including, but not limited to, documentation showing participation and utilization of M/WBE firms, payment of prevailing wage, and remittance of sales tax (if and where applicable). Oswego County is responsible for compliance with all

applicable laws, rules, and regulations, including, but not limited to, the New York State Environmental Quality Review Act ("SEQRA").

- e. Maintenance of inventory for Oswego County's personal property procured, whether procured under this Agreement or otherwise, and for the preparation of schedules, as may be appropriate, including schedules of amortization and depreciation.

- ii. Change in Applicable Law, Rules, or Regulations.
Oswego County will promptly advise the Onondaga County Director of Purchase in writing of any change in applicable law, rules, or regulations adopted by Oswego County, including, but not limited to, bid thresholds, procurement policies, approvals of purchases and standardization resolutions.

- iii. Vendor Payment.
Oswego County accepts responsibility for payment to vendors for Oswego County's share of any goods and/or services procured pursuant to this agreement.

- iv. Continuation of Powers.
Nothing herein shall be deemed to transfer, curtail or otherwise diminish the powers of Oswego County. Onondaga County shall not become responsible for making determinations with respect to the award of public contracts where such responsibility rests with Oswego County.

C. Relationship of Onondaga County's Purchasing Director to Oswego County.

Except as specifically provided within this Agreement, neither party, nor such parties' officers, employees, agents, or servants, shall hold themselves out as, or claim to be, officers, employees, agents, or servants of the other party for purposes of employee benefits, workers compensation, or NYS Retirement System service credits or contributions. Onondaga County's employees shall provide Oswego County with the services under this Agreement, using the level of discretion as may be necessary and otherwise coordinating with and reporting to the appropriate officials within the respective governmental structures.

Further, Oswego County shall defend, indemnify, and otherwise hold Onondaga County harmless for claims arising from acts of Onondaga County's Purchasing Director (or other Onondaga County employee, as may be appropriate), where such acts are performed in connection with the purchasing services provided by Onondaga County's Purchasing Director (or other Onondaga County employee, as may be appropriate) under this Agreement and where such claims are alleged to have been caused or sustained by or because of any omission of duty, negligence or wrongful act on the part of Oswego County, its officers or employees.

From time to time, Oswego County may adopt legislation or policy that would impact and otherwise change the manner by which Onondaga County's Purchasing Director provides services under this Agreement. Further, Oswego County may request that Onondaga County's Purchasing Director render other related purchasing services. In any event, Onondaga County retains the right to determine the level of services to be provided under this Agreement by Onondaga County's Purchasing Director and the manner in which such services are to be performed. Nothing within this paragraph shall be read so as to diminish, alter, or conflict with the obligation of Oswego County to indemnify, defend, and hold harmless Onondaga County, Onondaga County's officers, employees, and agents, including the Director of Purchase and employees within the Division of Purchase, as provided under this Agreement within the section entitled "DEFENSE, INDEMNIFICATION, HOLD HARMLESS", or as provided within this

section 2C in situations where Onondaga County's Director of Purchase (or other Onondaga County employee, as may be appropriate) performs administrative services on behalf of or for the benefit of Oswego County and a claim has arisen from acts of Onondaga County's Purchasing Director or other Onondaga County employees, where such acts were performed in connection with the purchasing services provided by Onondaga County under this Agreement for Oswego County.

Onondaga County shall provide Oswego County a renewal price for all services and costs incurred hereunder on or before August 1 of a given year for Oswego County's tentative budget purposes. The parties may negotiate a change in compensation to provide for the additional services, requiring a written amendment in the manner provided within this Agreement. Oswego County retains the right to request a reduction in costs if the scope of services is decreased. The parties may negotiate a change in compensation to provide for such a reduction, requiring a written amendment in the manner provided within this Agreement.

3. COMPENSATION AND COSTS

Onondaga County will provide the various procurement services set forth herein to Oswego County, and Oswego County agrees to pay to Onondaga County compensation as a service fee in the fixed amount of FIFTY THOUSAND DOLLARS AND 00/100 (\$50,000.00), inclusive, for services to be rendered in 2018.

For the remainder of 2017, being the months of October, November, and December, Oswego County shall pay to Onondaga County a service fee in the fixed amount of TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$2,500.00) in each such month, for a total of SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$7,500.00), inclusive, for services to be rendered in 2017.

For subsequent years during the term of this Agreement and any renewal periods, Oswego County shall pay to Onondaga County a service fee for each such year in the fixed amount of FIFTY THOUSAND DOLLARS AND 00/100 (\$50,000.00), inclusive, for services to be rendered in each such year, unless agreed otherwise by the parties in writing.

For amounts due and owing in 2017, payment shall be made in a single lump sum not more than sixty (60) days after the execution of this agreement, upon receipt of an invoice.

For amounts due and owing in 2018 and each subsequent year during the term of this Agreement, payment shall be made in a single lump sum not more than sixty (60) days after the start of each calendar year upon receipt of an invoice. An invoice shall issue annually by Onondaga County.

Should this Agreement be cancelled, any payments shall be pro-rated as of the date of cancellation and the appropriate credits or payments shall issue by the responsible party.

4. STANDARDIZATION

Oswego County will commit to converting purchasing and other related administrative functions to Onondaga County provided PeopleSoft platform as soon as it is available to provide a completely integrated environment in which to perform procurement functions.

5. PARTICIPATION IN SHARED SERVICES CONTRACTS WITH OTHER GOVERNMENT ENTITIES

Oswego County acknowledges that Onondaga County may invite other municipalities and districts in Onondaga County to participate in a consolidated purchasing program. Onondaga County, in its sole discretion, may enter into cooperative shared services contracts with other entities. However, such other

contracts shall not affect the rights and obligations of the parties hereunder unless modified by subsequent, written agreement between the parties.

6. PERSONNEL

Onondaga County shall have sole authority and full discretion to determine the number of employees to be employed within the Onondaga County Division of Purchase and the number of employees assigned to perform any and all functions performed on behalf of Oswego County under this Agreement. Onondaga County will afford Oswego County's requests for procurement the same priority as it affords Onondaga County's requests.

7. TERM

This Agreement shall commence on October 1, 2017, and shall continue through December 31, 2018. The Agreement shall automatically be renewed for three additional periods of one year each, unless cancelled. The Onondaga County Executive or Oswego County may terminate this Agreement at any time, including during any renewal period, with the provision of at least four (4) months' prior written notice of the intent to terminate, and such termination shall take place as soon as is practicable and effective upon such date as the parties may agree in writing.

8. REPRESENTATION

In the event legal issues arise relative to the services provided for in this Agreement, Oswego County shall represent Oswego County and, and Onondaga County Attorney shall represent Onondaga County.

The Oswego County Attorney shall provide interpretations and opinions as may be appropriate related to procurement of goods and services made under this Agreement on behalf of Oswego County.

9. DEFENSE, INDEMNIFICATION, HOLD HARMLESS

Regarding the operations and responsibilities concerning this Agreement, the parties further covenant and agree to indemnify, defend and hold harmless each other, and therefore, Onondaga County shall indemnify, defend and hold harmless Oswego County, its officers, employees or agents from and against any and all liability, damage, loss, cost or expense that may arise by reason of liability for injury or death to persons, damage to property or casual or continuing trespass or nuisance and any other claim for damages arising at law and equity alleged to have been caused or sustained by or because of any omission of duty, negligence or wrongful act on the part of Onondaga County, its officers, employees or agents . Likewise, Oswego County shall indemnify, defend and hold harmless Onondaga County, its officers, employees or agents from and against any and all liability, damage, loss, cost or expense that may arise by reason of liability for injury or death to persons, damage to property or casual or continuing trespass or nuisance and any other claim for damages arising at law and equity alleged to have been caused or sustained by or because of any omission of duty, negligence or wrongful act on the part of Oswego County, their officers, employees or agents.

10. CONTRACT MODIFICATIONS

This Agreement represents the entire and integrated agreement between Onondaga County and Oswego County and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument authorized and signed by both Onondaga County and Oswego County.

11. SEVERABILITY

In the event any provision of this Agreement is held to be unenforceable or invalid by any court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected; provided, however, that the Parties shall renegotiate in good faith the unenforceable or invalid provision(s) in order to accomplish the goals and intent of this Agreement consistent with law.

12. CLAUSES REQUIRED BY LAW

The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

13. NOTICES

Notices under this agreement shall be deemed sufficient if in writing and mailed to the following addresses by first class mail to the following addresses:

COUNTY OF ONONDAGA

Onondaga County Purchasing Department
Attn: Director
John H. Mulroy Civic Center
421 Montgomery Street
Syracuse, New York 13202

With a copy to:

Onondaga County Attorney
Department of Law
John H. Mulroy Civic Center
421 Montgomery Street
Syracuse, New York 13202

COUNTY OF OSWEGO

Oswego County Administrator
Legislative Office Building
46 East Bridge Street
Oswego, New York 13126

With a copy to:

Oswego County Attorney
County Office Building
46 East Bridge Street
Oswego, New York 13126

14. GOVERNING LAW; VENUE

This Agreement will be governed by and construed in accordance with the laws of the State without giving effect to the conflict of laws principles thereof. All disputes arising out of or in connection with this Agreement will be decided in the first instance by the New York State Supreme Court to the exclusion of all other courts, except that the parties shall have all appeal rights allowed by State law. The Parties hereby submit to the jurisdiction of the New York State Supreme Court, County of Onondaga, for purposes of all such suits. If Onondaga County is suing Oswego County, venue shall be within Oswego County. Similarly, if Oswego County is suing Onondaga County, venue shall be in Onondaga County.

15. BINDING EFFECT

This Agreement will inure to the benefit of and be binding upon each of the Parties and, as permitted by this Agreement, their respective successors and permitted assigns.

Each party is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or any party's right, title, or interest in this Agreement, or either party's power to execute this Agreement, to any other person or entity without the previous consent in writing of the other party.

16. EXECUTION IN COUNTERPARTS

This Agreement may be executed by the Parties hereto in several counterparts, and each such counterpart will be deemed to be an original and all of which together constitute but one and the same agreement.

17. SECTION HEADINGS NOT CONTROLLING

Section headings in this Agreement have been prepared for convenience of reference only and will not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

18. EFFECTIVE DATE

This Agreement will be effective as of October 1, 2017, provided that the appropriate authorizing legislation is first adopted by each party's respective governing bodies.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year hereinafter written.

COUNTY OF ONONDAGA

By: _____ DATED: _____
Joanne M. Mahoney, County Executive

COUNTY OF OSWEGO

By: _____ DATED: _____

Kevin L. Gardner, Chairman of the Oswego County Legislature

AGREEMENT

THIS AGREEMENT, made this 12th day of Sept., 2017, by and between the COUNTY OF ONONDAGA, a municipal corporation of the State of New York, by Joanne M. Mahoney, County Executive, hereinafter the "Onondaga County", the City OF OSWEGO, a municipal corporation of the State of New York, by William J. Barlow, Jr., Mayor, hereinafter "City of Oswego";

WITNESSETH:

WHEREAS, as evidenced by Onondaga County Resolution No. XX – 2017, adopted XXX, 2017, and by the City of Oswego Resolution No. 352 of 2017 adopted August 28, 2017, Onondaga County and the City of Oswego have each authorized the execution of an agreement for the provision of certain purchasing services and administrative functions by Onondaga County to the City of Oswego, consistent with and as permitted by applicable law, including, but not limited to, the provisions of General Municipal Law Section 119-o (shared services) and Article 5-a (public contracts); and

WHEREAS, the consolidation of purchasing services allows for taxpayer savings by streamlining services, reducing overall costs, and creating a greater economy of scale for items needed by each municipality;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, it is **AGREED AS FOLLOWS:**

1. AUTHORIZATION TO ENTER INTO AGREEMENT

Onondaga County and the City of Oswego each have obtained the required approvals to enter into this Agreement, whereby Onondaga County is to perform the several purchasing services and administrative functions for the City of Oswego as provided for herein.

2. SCOPE OF SERVICES

The parties agree that where this Agreement refers to the "Purchasing Director", the work may be performed by employees within the Onondaga County Division of Purchase or by such other person designated by Onondaga County's Purchasing Director.

This Agreement provides for a set of purchasing services to be provided by Onondaga County to the City of Oswego, and Onondaga County and the City of Oswego intend that the services under this Agreement, as provided herein, will be performed in the manner and in the timeframe documented in the Service Level Agreement, where such is attached hereto and incorporated herein as Attachment A. The Service Level Agreement may be amended by the parties from time to time in writing, and any amendments to such document shall be attached to Attachment A and incorporated therein. In the event of a conflict between this Agreement and the Service Level Agreement, this Agreement controls.

A. Purchasing Services to be provided by Onondaga County to the City of Oswego

i. Purchases to be made through the use of a contract awarded by Onondaga County or other governmental entities ("Piggy-backing").

- a. Onondaga County shall continue to procure goods and/or services according to the applicable provisions of federal, state, and local laws, resolutions, and regulations.

Pursuant to General Municipal Law Section 103(3), Onondaga County may choose to enter into contracts for various goods and services, and Onondaga County shall make its contracts available for use by the City of Oswego.

Before the issuance of a solicitation for bids, Onondaga County shall contact the designated administrator of Onondaga County and the City of Oswego (as provided for in subsection ii(a) below) to determine a consolidated quantity of any goods or services to be used by each of the parties, and the City of Oswego will make such purchases through Onondaga County's contracts in those instances where the terms, conditions and/or specifications for the City of Oswego are determined to be the same as Onondaga County's.

However, if the City of Oswego wishes to make a purchase in which the terms, conditions and/or specifications vary from those found in Onondaga County's contract with the vendor or contractor, then such purchase will be considered to be one for the exclusive benefit of the City of Oswego, as may be appropriate, governed by the process outlined in subsection iii herein below.

- b. Onondaga County Purchase Director also shall assist the City of Oswego in determining whether contracts awarded by other governmental entities are available for use by the City of Oswego to purchase of goods and services, consistent with the provisions of General Municipal Law Article 5-a and other applicable law, where such governmental entities may include New York State, the United States of America, any state, any other political subdivision or district, if any such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with General Municipal Law Section 103 and made available for use by other governmental entities. Further, the Onondaga County Purchase Director shall assist the City of Oswego in using contracts available through national cooperative bidding programs.
- c. In the event that the City of Oswego chooses to purchase goods and/or services through a contract awarded by Onondaga County or another governmental entity, the City of Oswego shall accept sole responsibility for any payment due the vendor or contractor for such purchase.

ii. Joint Solicitation of Bids for goods and/or services for Onondaga County and the City of Oswego.

Joint solicitation of bids shall mean the solicitation of bids for the purchase of goods and/or services on behalf of Onondaga County and the City of Oswego, each in its separate capacity.

The procedure for the joint solicitation of bids shall be as follows:

- a. The parties shall file with Onondaga County Director of Purchase a list of administrators designated to be the point of contact for purposes of this agreement. The appropriate administrator for the City of Oswego shall provide information to Onondaga County Director of Purchase to assist Onondaga County in drafting bid specifications and in determining the consolidated quantity of goods and services to be procured by each of the parties, including whether the funds are appropriated and available to purchase the goods and/or services and whether any MBE/WBE or other requirements apply.
 - b. In consultation with the appropriate administrator as provided for above, Onondaga County Director of Purchase shall develop the bid specifications and shall determine the key terms to be included within the awarded contract prior to the issuance of the bid specifications, and such key terms shall be provided for within the bid specifications so issued by Onondaga County. Such bid specifications shall provide for a separate contract to be awarded for goods or services required by Onondaga County and the City of Oswego, as the case may be.
 - c. Prior to the solicitation of any bids, the City of Oswego shall, on a form provided by Onondaga County, verify to Onondaga County Director of Purchase that sufficient funds are appropriated and available to pay for the City of Oswego's share of the goods and/or services, that Onondaga County is authorized to solicit the bid on behalf of the City of Oswego, and that the City of Oswego shall be responsible for payment of all goods and/or services so procured. The parties agree that Onondaga County is entitled to rely upon the representations made therein.
 - d. Onondaga County Director of Purchase shall provide for publication and advertisement of bid solicitations; respond to bidder inquiries; schedule and staff bid openings; receive, open, read and record bids; and forward bid responses to the appropriate administrator, as provided for hereinabove. The appropriate administrator shall review the responses, and on a form provided by Onondaga County, notify Onondaga County Director of Purchase as to the City of Oswego's determination of the lowest responsible bidder.
 - e. Onondaga County Director of Purchase shall determine whether and to whom to award the bid with respect to Onondaga County's portion of such goods and/or services, and the City of Oswego shall determine whether and to whom to award the bid for the City of Oswego's portion of such goods and/or services.
 - f. All contracts shall be awarded separately for Onondaga County and the City of Oswego, and the bid specifications shall so provide for such separate award. The City of Oswego, as the case may be, shall be responsible for all goods or services procured on behalf of the City of Oswego.
- iii. Procurement of goods, services and/or public works exclusively for the City of Oswego.
The procedure for the procurement of goods, services and/or public works exclusively for the City of Oswego shall be as follows:

- a. The appropriate administrator designated by the City of Oswego, as provided for above, shall provide information to Onondaga County Director of Purchase to assist in drafting the bid specifications, including whether funds are appropriated and available for the purchase of the goods or services, and whether any MBE/WBE or other requirements apply. Requests by the City of Oswego to develop or draft bid specifications also shall be accompanied by a statement, on a form provided by Onondaga County, that the City of Oswego has approved the request.
- b. In consultation with the appropriate administrator as provided for above, Onondaga County Director of Purchase shall develop the bid specifications and shall determine the key terms to be included within the awarded contract prior to the issuance of the bid specifications, and such key terms shall be provided for within the bid specifications so issued by Onondaga County. Such bid specifications shall provide that the contract will be awarded by the City of Oswego and that the City of Oswego shall be responsible for the payment of all goods or services procured.
- c. Prior to the solicitation of the bid, the City of Oswego shall, on a form provided by Onondaga County, verify to Onondaga County Director of Purchase that funds sufficient to pay for the City of Oswego share of the goods and/or services are appropriated and available, that Onondaga County is authorized to solicit the bid on behalf of the City of Oswego, and that the City of Oswego shall be responsible for payment of all goods and/or services so procured. The parties agree that Onondaga County shall be entitled to rely upon the representations made therein.
- d. Onondaga County Director of Purchase shall provide for publication and advertisement of any requests for bids; respond to vendor inquiries; schedule and staff bid openings; receive, open, read and record bids; and review bid responses with the appropriate administrator, as provided for hereinabove. The appropriate administrator shall advise Onondaga County Director of Purchase of the City of Oswego determination of the low bidder.
- e. The City of Oswego shall determine whether and to whom to award the contract for the City of Oswego's portion of goods and/or services to be procured. The City of Oswego shall be solely responsible for payment for all goods or services procured on its behalf.

iv. Disposal of Surplus Property.

Onondaga County will provide for the disposal of personal property deemed to be surplus by the City of Oswego. Such disposal shall be made pursuant to Onondaga County's county procedures for the disposal of surplus property, unless the City of Oswego should provide other written direction to Onondaga County's Purchasing Director. Onondaga County does not assume ownership of the City of Oswego's surplus property, and Onondaga County does not assume responsibility for the condition of such property when transferred from the City of Oswego to a third party. Onondaga County shall not charge the City of Oswego a fee for the disposal of surplus property other than any fee deducted from the sale price by Onondaga County or any county contractor providing auction or disposal services, or any fee incurred by Onondaga County to provide for disposal of such services properly, and the City of Oswego agrees to pay such fees within thirty days of billing by Onondaga County. In the event that Onondaga County will incur a fee to provide for disposal services (other than fees deducted from the sale price), Onondaga County shall afford prior notice to the City of Oswego who shall have the right to take possession of and dispose of the property at no cost to Onondaga County.

v. Procurement of professional services pursuant to Requests for Proposals.

Onondaga County will perform administrative services related to the procurement of professional services using the competitive Request for Proposals process (“RFP”); provided, however, that the City of Oswego shall be responsible for convening a committee to review, evaluate, and score proposals and to make the final determination as to the award of any such professional services contract. Further, the City of Oswego shall be responsible for determining the scope of such contracts and the substantive qualities related to the professional services, including the relative weight to be accorded to factors within the evaluation and scoring process.

vi. Procurement of goods or services for emergency work.

Onondaga County will provide administrative services related to the procurement of goods and services on behalf of the City of Oswego to address situations of public emergency using such procedures as typically used by Onondaga County, unless directed otherwise in writing by the City of Oswego.

An emergency situation shall not exist in situations where the condition could have been reasonably foreseeable or avoided through planning or by the exercise of reasonable care. Goods and services procured to address an emergency situation shall be limited to the quantity reasonably needed for use by Oswego until such time as a competitive process can be conducted for long-term needs. Onondaga County retains the right to determine whether an emergency situation exists for the purposes of this Agreement, consistent with General Municipal law §103(4).

vii. Procurement falling within other Exemptions to Bidding

To the extent that the goods and services to be procured are of a type that falls within a permitted exemption from the bidding requirement of General Municipal Law §103, such goods and services shall be procured in a manner consistent with applicable law.

In addition to the several exemptions specifically listed within other provisions of this Agreement, such exemptions include, but are not limited to, Preferred sources, as defined by State Finance Law §162.

viii. Discretionary Purchases.

Onondaga County shall provide for competitive procurement for goods and services where the anticipated cost of such goods and services is less than the applicable monetary thresholds for competitive bidding or the request for proposals process. For such purchases, the competitive procurement services to be provided by Onondaga County include vendor identification and price quote solicitation.

ix. Additional Related Services for the City of Oswego

In addition to the foregoing, Onondaga County will coordinate with the appropriate administrator designated by the City of Oswego to obtain information to be used in drafting specifications for bid solicitations, requests for proposals, and other competitive processes. Oswego shall notify Onondaga County of the determinations listed below, where such determinations are relevant to drafting a particular set of specifications for goods and services.

Such determinations include:

- whether funds are appropriated and available for use in the procurement of the intended goods and services;

- whether participation goals exist for utilizing vendors identified as being a Minority Business Enterprise (“MBE”) or a Women Business Enterprise (“WBE”); and
- such other information determined to be relevant by the City of Oswego.

An administrator designated by the City of Oswego shall indicate approval of the City of Oswego’s determinations.

Onondaga County shall respond to inquiries made by interested parties during the procurement process as may be appropriate, and the City of Oswego shall provide information and otherwise cooperate with Onondaga County as may be necessary in making such responses.

B. Obligations of the City of Oswego.

i. Purchasing Services to be performed by the City of Oswego.

The City of Oswego shall continue to perform the following functions and duties, and Onondaga County shall perform no services with respect to the following except as specifically provided for herein:

- a. Award of Contracts. The City of Oswego shall evaluate bid responses and submitted proposals, determine whether and to whom to award a contract, and notify Onondaga County of its determination. Onondaga County shall issue the notice of award on the City of Oswego’s behalf.
- b. Management of insurance coverage and bonds related to contract performance;
- c. Procurement of goods or services where such procurement is deemed by the City of Oswego impracticable to bid; where such procurement is deemed to be available only from a sole source or has been subject to standardization of purchase; or where such procurement would otherwise fall under an exception to bidding, such as where the cost of the goods or services will be less than the applicable monetary thresholds for competitive bidding, lease purchase, or energy performance. Provided, however, Onondaga County will provide for the competitive procurement of standardized goods if so requested by the City of Oswego, provided that the City of Oswego provides Onondaga County with documentation reasonably acceptable to Onondaga County that such standardization comports with applicable law. And, if requested by the City of Oswego, Onondaga County Purchase Director will assist the City of Oswego in obtaining price quotes for the purchase of goods and/or services where the anticipated cost of such goods and/or services is less than the applicable monetary thresholds for competitive bidding.
- d. Administration of all contracts awarded on behalf of the City of Oswego, including contracts for joint procurement of goods and services, and contracts for goods, services, and public works exclusively for the City of Oswego. Such administration shall include, but not be limited to, legal work, enforcement, and communication with the vendor related to job performance. The City of Oswego shall be responsible for collecting, reporting, and maintaining all required information about contract compliance, including, but not limited to, documentation showing participation and utilization of M/WBE firms, payment of prevailing wage, and remittance of sales tax (if and where applicable). The City of Oswego is responsible for compliance with all applicable laws, rules, and regulations, including, but not limited to, the New York State Environmental Quality Review Act (“SEQRA”).

- e. Maintenance of inventory for the City of Oswego's personal property procured, whether procured under this Agreement or otherwise, and for the preparation of schedules, as may be appropriate, including schedules of amortization and depreciation.

- ii. Change in Applicable Law, Rules, or Regulations.

The City of Oswego will promptly advise the Onondaga County Director of Purchase in writing of any change in applicable law, rules, or regulations adopted by the City of Oswego, including, but not limited to, bid thresholds.

- iii. Vendor Payment.

The City of Oswego accepts responsibility for payment to vendors for the City of Oswego's share of any goods and/or services procured pursuant to this agreement.

- iv. Continuation of Powers.

Nothing herein shall be deemed to transfer, curtail or otherwise diminish the powers of the City of Oswego. Onondaga County shall not become responsible for making determinations with respect to the award of public contracts where such responsibility rests with the City of Oswego.

C. Relationship of Onondaga County's Purchasing Director to the City of Oswego.

Except as specifically provided within this Agreement, neither party, nor such parties' officers, employees, agents, or servants, shall hold themselves out as, or claim to be, officers, employees, agents, or servants of the other party. Onondaga County's employees shall provide the City of Oswego with the services under this Agreement, using the level of discretion as may be necessary and otherwise coordinating with and reporting to the appropriate officials within the respective governmental structures.

Further, the City of Oswego shall defend, indemnify, and otherwise hold Onondaga County harmless for claims arising from acts of Onondaga County's Purchasing Director (or other Onondaga County employee, as may be appropriate), where such acts are performed in connection with the purchasing services provided by Onondaga County's Purchasing Director (or other Onondaga County employee, as may be appropriate) under this Agreement and where such claims are alleged to have been caused or sustained by or because of any omission of duty, negligence or wrongful act on the part of the City of Oswego, its officers or employees.

From time to time, the City of Oswego may adopt legislation or policy that would impact and otherwise change the manner by which Onondaga County's Purchasing Director provides services under this Agreement. Further, the City of Oswego may request that Onondaga County's Purchasing Director render other related purchasing services. In any event, Onondaga County retains the right to determine the level of services to be provided under this Agreement by Onondaga County's Purchasing Director and the manner in which such services are to be performed. Nothing within this paragraph shall be read so as to diminish, alter, or conflict with the obligation of the City of Oswego to indemnify, defend, and hold harmless Onondaga County, Onondaga County's officers, employees, and agents, including the Director of Purchase and employees within the Division of Purchase, as provided under this Agreement within the section entitled "DEFENSE, INDEMNIFICATION, HOLD HARMLESS", or as provided within this section 2C in situations where Onondaga County's Director of Purchase (or other Onondaga County employee, as may be appropriate) performs administrative services on behalf of or for the benefit of the City of Oswego and a claim has arisen from acts of Onondaga County's Purchasing Director or other

Onondaga County employees, where such acts were performed in connection with the purchasing services provided by Onondaga County under this Agreement for the City of Oswego.

Onondaga County retains the right to request additional compensation if the provision of such other related services or changed manner of service delivery would exceed available appropriations within the Onondaga County operating budget or are otherwise in excess of services to be reasonably supported by the compensation, as described in Section 3 "COMPENSATION AND COSTS". The parties may negotiate a change in compensation to provide for the additional services, requiring a written amendment in the manner provided within this Agreement. The City of Oswego retains the right to request a reduction in costs if the scope of services is decreased. The parties may negotiate a change in compensation to provide for such a reduction, requiring a written amendment in the manner provided within this Agreement.

3. COMPENSATION AND COSTS

Onondaga County will provide the various procurement services set forth herein to the City of Oswego, and the City of Oswego agrees to pay to Onondaga County compensation as a service fee in the fixed amount of THIRTY THOUSAND DOLLARS (\$30,000.00) for services to be rendered in 2018. For subsequent years during the term of this Agreement and any renewal periods, the City of Oswego shall pay to Onondaga County a service fee in the fixed amount of THIRTY THOUSAND DOLLARS (\$30,000.00) for services rendered in such year, unless agreed otherwise by the parties in writing.

Payment shall be made for each annual amount of compensation not more than sixty (60) days after the start of each calendar year.

The parties further agree that the City of Oswego shall be responsible for and shall pay to Onondaga County all real costs of establishing links to Onondaga County procurement system and all costs of acquiring and maintaining any hardware or software required for the City of Oswego's employees or contractors to perform any necessary functions and duties under this agreement. Any such costs shall be in addition to the annual service fee and shall be promptly paid to Onondaga County upon receipt of an invoice.

4. STANDARDIZATION

The City of Oswego will commit to converting purchasing and other administrative functions to Onondaga County provided PeopleSoft platform as soon as it is available to provide a completely integrated environment in which to perform procurement functions.

5. PARTICIPATION IN SHARED SERVICES CONTRACTS WITH OTHER GOVERNMENT ENTITIES

The parties hereby agree that additional municipalities and districts will be invited by Onondaga County to participate in this consolidated purchasing program and that Onondaga County, in its sole discretion, may enter into cooperative shared services contracts with other entities.

6. PERSONNEL

Onondaga County shall have sole authority and full discretion to determine the number of employees to be employed within the Onondaga County Division of Purchase and the number of employees assigned to perform any and all functions performed on behalf of the City of Oswego under this Agreement.

Onondaga County will afford the City of Oswego's requests for procurement the same priority as it affords Onondaga County's requests.

7. TERM

This Agreement shall commence on January 1, 2018, and shall continue through December 31, 2018. The Agreement shall automatically be renewed for two additional periods of one year each. The Onondaga County Executive or the City of Oswego Board may terminate this Agreement at any time, including during the renewal period, with the provision of prior written notice of the intent to terminate, and such termination shall take place as soon as is practicable and effective upon such date as the parties may agree in writing.

8. REPRESENTATION

In the event legal issues arise relative to the services provided for in this Agreement, the City of Oswego shall represent the City of Oswego and, and Onondaga County Attorney shall represent Onondaga County.

The City Attorney for the City of Oswego shall provide interpretations and opinions as may be appropriate related to procurement of goods and services made under this Agreement on behalf of the City of Oswego. However, should a conflict exist with respect to legal opinions related to actions to be taken by Onondaga County's Purchasing Director or any of Onondaga County's officers, employees, or agents, the Onondaga County Attorney's opinion shall control.

9. DEFENSE, INDEMNIFICATION, HOLD HARMLESS

Regarding the operations and responsibilities concerning this Agreement, the parties further covenant and agree to indemnify, defend and hold harmless each other, and therefore, Onondaga County shall indemnify, defend and hold harmless the City of Oswego, its officers, employees or agents from and against any and all liability, damage, loss, cost or expense that may arise by reason of liability for injury or death to persons, damage to property or casual or continuing trespass or nuisance and any other claim for damages arising at law and equity alleged to have been caused or sustained by or because of any omission of duty, negligence or wrongful act on the part of Onondaga County, its officers, employees or agents . Likewise, the City of Oswego shall indemnify, defend and hold harmless Onondaga County, its officers, employees or agents from and against any and all liability, damage, loss, cost or expense that may arise by reason of liability for injury or death to persons, damage to property or casual or continuing trespass or nuisance and any other claim for damages arising at law and equity alleged to have been caused or sustained by or because of any omission of duty, negligence or wrongful act on the part of the City of Oswego, their officers, employees or agents.

10. CONTRACT MODIFICATIONS

This Agreement represents the entire and integrated agreement between Onondaga County and the City of Oswego and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument authorized and signed by both Onondaga County and the City of Oswego.

11. SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12. CLAUSES REQUIRED BY LAW

The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

[END OF AGREEMENT]

(signature pages follow)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONONDAGA

By: _____ DATED: _____
Joanne M. Mahoney, County Executive

On the ____ day of _____ in the year _____ before me the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that ____ (he or she or they) executed the same in ____ (his or her or their) capacit(y)(ies), and that by ____ (his or her or their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

CITY OF OSWEGO
By: _____ DATED: September 12, 2017
William J. Barlow, Jr., Mayor

On the 12th day of September in the year 2017 before me the undersigned, personally appeared WILLIAM J. BARLOW, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual(s) acted, executed the instrument.

Jeanne L. Byrne
Notary Public

JEANNE L. BYRNE
Notary Public, State of New York
No. 01BY4675284
Qualified in Oswego County
Commission Expires October 31, 2018

O:\Legislature\CONTRACT reservoir\Purchase\the City of Oswego - IMA.doc

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OCTOBER 3, 2017
SESSION

	AYES:	NOES:	ABSENT	
11. KILMARTIN				
17. ERVIN				
5. CODY				
6. PLOCHOCKI				
7. LIEDKA				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
12. KNAPP				
13. SHEPARD				
14. JORDAN			✓	
16. WILLIAMS				
1. MAY				
2. DOUGHERTY				
3. BURTIS				
4. TASSONE				
15. McMAHON				
TOTAL	16	0	1	

October 3, 2017

Motion Made By Mrs. Tassone

RESOLUTION NO. _____

FOR WAR MEMORIAL CAPITAL PROJECTS: AMENDING THE 2017 COUNTY BUDGET TO MAKE FUNDING AVAILABLE FOR USE, AUTHORIZING THE EXECUTION OF AGREEMENTS, AND REQUESTING SMG TO COLLECT ADDITIONAL USE FEES TO BE IMPOSED ON CERTAIN TICKETS FOR LIVE EVENTS AT SUCH FACILITY

WHEREAS, within the Onondaga County Convention Center Complex, a series of capital projects are to be performed at the War Memorial, including by way of example enhancements to Veterans exhibits within Memorial Hall and the Concourses, constructing improvements to Assembly Hall and within the Concourses; and

WHEREAS, funding is available from various sources in excess of amounts appropriated in the 2017 budget, and it is necessary to amend the budget to make such funds available for use within these capital projects; and

WHEREAS, it is also intended that such capital improvements be supported through collection of additional facility use fees on certain tickets for live events at the War Memorial, where such fees will support the improvements made herein for the benefit of an enhanced fan experience within the facility; now, therefore be it

RESOLVED, that the County's venue manager, SMG, is requested to collect additional facility use fees on certain tickets for live events at the War Memorial, including sporting events and concerts, and SMG, as the County's venue manager, shall remit \$1,345,000 to the County from the imposition of such facility use fee as collected over time, with the project anticipated to be repaid on or around December 31, 2030, with the County making an amount available for use presently in capital improvements at the War Memorial; and, be it further

RESOLVED, that the County Executive is authorized to enter into contracts to implement this resolution; and, be it further

RESOLVED, that the 2017 County Budget is amended by providing and making available the following:

REVENUES:

In Admin Unit 0500000000	
Facilities Management	
In Speed Type# 470021	
In Project 512602 – War Memorial Capital Projects	
In Account 590029 – St Aid – Other Econ Assist	\$1,250,000
In Account 590030 – County Svc Rev – Gen Govt Support	\$1,345,000

APPROPRIATIONS:

In Admin Unit 0500000000

Facilities Management

In Speed Type# 470021

In Project 512602 – War Memorial Capital Projects

\$2,595,000

War Memorial Capital Projects
KMB
dak



FILED WITH CLERK
ONON. CO. LEG.
Sept. 6, 2017
Kmf

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF LEGISLATION DULY ADOPTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

3rd DAY OF October, 2017.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

17 SEP 13 PM 1:24

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

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OCTOBER 3, 2017
SESSION

	AYES:	NOES:	ABSENT	
11. KILMARTIN				* Mr. Jordan arrived at the meeting.
17. ERVIN				
5. CODY				
6. PLOCHOCKI				
7. LIEDKA				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
12. KNAPP				
13. SHEPARD				
14. JORDAN				
16. WILLIAMS				
1. MAY				
2. DOUGHERTY				Adjourned at 1:20 p.m.
3. BURTIS				
4. TASSONE				
15. McMAHON				
TOTAL	17	0		