

**Memorandum of Agreement**  
**Between**  
**The State of New York**  
**And**  
**The Public Employees Federation, AFL-CIO**

During the course of the emergency caused by the security staff strike at New York State prisons, the parties hereby agree as follows:

1. PEF-represented nursing and medical staff will not be assigned to ancillary/out of title work.
2. DOCCS nursing and medical staff will not have any incarcerated individual contact without a trained security escort.
3. PEF-represented civilian staff will not be assigned any security duties and will generally not be assigned to be in the presence of incarcerated individuals (IIs). In the rare event that they are assigned to be in the presence of IIs, it will be with a trained security escort.
4. Parole staff will not be assigned to security assignments/duties inside the prisons, except as noted herein. Parole staff may be utilized for perimeter, hospital and outside escorts. They may volunteer for security-related assignments in the prisons but will not be mandated to do so.
5. PEF-represented employees will to the largest extent practicable, with only limited exceptions, be provided with personal alarms.
6. PEF-represented employees will not be assigned to duties without PPE and training in the use of the PPE.
7. PEF-represented employees, when in contact with IIs, will to the largest extent practicable, with only limited exceptions, be provided with radios or someone in their group will have a radio.
8. The parties agree that their designated representatives at the facility level or area office level will meet to negotiate the equitable distribution of shift schedules for the duration of the strike. The parties agree that schedules will seek to balance the health, safety and well-being of PS&T members and the security and operational needs of DOCCS.
9. PS&T civilian staff will have limited tasks in areas civilians do not normally work in where there are IIs present. In the event there is such an assignment, there will be sufficient trained security present.

10. No programming will be run until and unless the facility has sufficient correctional officers to provide the necessary security.
11. The parties agree that an expedited process for reviewing assignment disputes over work covered by the MOA is in the best interests of all involved parties. Without agreeing to the appropriateness of any assignment, the parties agree that DOCCS retains its right to assign work, and that PEF does not waive, and members retain their right to refuse, hazardous work under PESH. At any time during the below process, if the member or PEF is unable to access the process or necessary resources, the member retains the right to refuse hazardous work and DOCCS does not waive its right to pursue appropriate administrative or disciplinary actions.

If a member disputes that a proposed assignment is appropriate, based on their belief that the assignment is hazardous to their health and safety, and/or is in violation of the MOU, the member must be provided with access to a PEF representative, and PEF or DOCCS may initiate the following process by contacting an arbitrator appointed by agreement of the parties. PEF may combine similar disputes to be heard together.

If necessary, DOCCS will provide the member with access to a PEF representative, and the member and their representative will be provided with necessary time and access to an outside line to initiate and proceed with an appeal under this procedure. The parties will be provided with contact information for an arbitrator, or panel of arbitrators, who have agreed to accept and resolve appeals under this process. DOCCS will provide the member and PEF with access to any necessary resources (space, time and access to telephone, etc.). All arbitrators serving will provide direct contact information to PEF and/or DOCCS, and either party may initiate this process upon a dispute by a covered PEF member over an assignment. If an arbitrator is unavailable, the parties may contact another arbitrator on the panel until an arbitrator has responded and accepted the matter.

Once contacted, each party will be provided with an opportunity to present their arguments to the arbitrator as to whether an assignment is appropriate under the parties MOA. Each party will be provided with at least five minutes to present their arguments. The arbitrator shall have the authority and discretion to determine the order of presentations and provide additional time for arguments as they deem fit.

Arbitrators will provide a bench ruling on all disputes and advise the parties verbally, whether the assignment is appropriate, consistent with the employee's job title and duties and the MOA and follow up with a written decision to be emailed to both parties. The written decision will briefly summarize the nature of the assignment at issue, the name and title of the member(s) involved, and the facility/workplace and the arbitrator's determination (in favor of employee or employer's position).

Once the parties have been verbally advised of the arbitrator's determination, the employer will be free to either withdraw or direct the employee to perform the at issue work and the employee will be free to perform or refuse the assigned work, but the arbitrator's determination may be offered in any subsequent proceeding resulting from the dispute, with the admissibility of the determination to be determined in that forum.

The parties agree to meet to review and modify these procedures, by mutual agreement, as necessary. This procedure will continue until the parties agree to its termination based upon resolution of the current crisis, or until terminated or modified by mutual agreement.

Before resorting to expedited arbitration procedure, the parties will make good faith efforts to informally resolve assignment disputes.

  
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State of New York

  
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PEF

2/23/25  
Date