

**Agreement  
between**

**THE STATE  
OF  
NEW YORK**



**AND**

**THE PUBLIC  
EMPLOYEES  
FEDERATION  
AFL-CIO**



**Professional, Scientific  
and Technical Services Unit  
1979 - 1982**

Professional, Scientific and  
Technical Services Unit  
Agreement

between

**The State of New York**

And

**The Public Employees  
Federation, AFL-CIO**

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# **PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES UNIT AGREEMENT**

Agreement made by and between the Executive Branch of the State of New York ("State") and the Public Employees Federation, AFL-CIO ("PEF").

## **ARTICLE 1**

### **Recognition**

The State, pursuant to the certification of the Public Employment Relations Board, recognizes PEF as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment of employees serving in positions in the Professional, Scientific and Technical Services Unit and similar positions hereafter created. The terms "employee" or "employees" as used in this Agreement shall mean only employees serving in positions in such unit and shall include seasonal employees where so specified.

## **ARTICLE 2**

### **Statement of Policy and Purpose**

2.1 It is the policy of the State to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninter-

rupted operations of government. This policy is effectuated by the provisions of the Public Employees' Fair Employment Act granting public employees the rights of organization and collective representation concerning the determination of the terms and conditions of their employment.

2.2 The State and PEF now desire to enter into an agreement reached through collective negotiations which will have for its purposes, among others, the following:

(a) To recognize the legitimate interests of the employees of the State to participate through collective negotiations in the determination of the terms and conditions of their employment.

(b) To promote fair, safe and reasonable working conditions.

(c) To promote individual efficiency and service to the citizens of the State.

(d) To avoid interruption or interference with the efficient operation of the State's business.

(e) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

## **ARTICLE 3**

### **Unchallenged Representation**

The State and PEF agree, pursuant to Section 208 of the Civil Service Law, that PEF shall have unchallenged representation status for the

maximum period permitted by law on the date of execution of this Agreement.

## **ARTICLE 4**

### **Employee Organization Rights**

#### **4.1 Exclusive Negotiations with PEF**

The State will not negotiate or meet with any other employee organization with reference to terms and conditions of employment of employees. When such organizations, whether organized by the employer or employees, request meetings, they will be advised by the State to transmit their requests concerning terms and conditions of employment to PEF and arrangements will be made by PEF to fulfill its obligation as a collective negotiating agent to represent these employees and groups of employees.

#### **4.2 Payroll Deductions**

PEF shall have exclusive payroll deduction of membership dues and premiums for group insurance and mass-merchandized automobile and homeowners' insurance policies sponsored by PEF for employees and no other employee organization shall be accorded any such payroll deduction privilege.

#### **4.3 Bulletin Boards**

(a) The State shall provide a reasonable amount of exclusive bulletin board space in an accessible place in each area occupied by a substantial number of employees for the purpose of posting bulletins, notices and material issued by PEF,



which shall be signed by the designated official of PEF or its appropriate division. No such material shall be posted which is profane or obscene, or defamatory of the State or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof. No other employee organization except employee organizations which have been certified or recognized as the representative for collective negotiations of other State employees employed at such locations shall have the right to post material upon State bulletin boards.

(b) The number and location of bulletin boards as well as arrangements with reference to placing material thereon and removing material therefrom shall be subject to mutual understandings at the departmental or agency level, provided, however, that any understanding reached with respect thereto shall provide for the removal of any bulletin or material objected to by the State which removal may be contested pursuant to the contract grievance procedure provided for herein.

#### 4.4 Meeting Space

(a) Where there is appropriate available meeting space in buildings owned or leased by the State, it shall be offered to PEF from time to time for specific meetings provided that (1) PEF agrees to reimburse the State for any additional expense incurred in the furnishing of such space, and (2) request for the use of such space is made in advance, pursuant to rules of the department or agency concerned.

(b) No other employee organization, except

employee organizations which have been certified or recognized as the representative for collective negotiations of other State employees, shall have the right to meeting space in State facilities.

(c) Where appropriate space is available the State shall provide such space at State facilities for the conduct of PEF division elections, provided that the conduct of such elections will not interfere with normal State operations. Arrangements for such space shall be subject to mutual understandings at the departmental or agency level.

#### 4.5 Access to Employees

(a) PEF representatives shall, on an exclusive basis, have access to employees during working hours to explain PEF membership, services and programs under mutually developed arrangements with department or agency heads. Any such arrangements shall insure that such access shall not interfere with work duties or work performance. Such consultations shall be no more than 15 minutes per employee per month, and shall not exceed an average of 10 percent per month of the employees in the operating unit (e.g., institution, hospital, college, main office or appropriate facility) where access is sought.

(b) Department and agency heads may make reasonable and appropriate arrangements with PEF whereby it may advise employees of the additional availability of PEF representatives for consultations during non-working hours concerning PEF membership, services and programs.

#### 4.6 Lists of Employees

The State, at its expense, shall furnish the President of PEF, on at least a quarterly basis, information showing the name, address, unit designation, social security number and payroll agency of all new employees and any current employee whose payroll agency or address has changed during the period covered by the report.

#### 4.7 Employee Organization Leave

(a) The State shall grant a total of 350 days of Employee Organization Leave during each year of this Agreement for the use of employees for attendance at PEF Executive Board meetings or PEF committee meetings. The use of such leave shall be granted to individual employees designated in advance by PEF, on the dates specified by PEF, contingent on the State's advance receipt of requests for such leave and designation of individual employees, and to the extent that the resulting absences of any individual employee will not unreasonably interfere with an agency's operations. Procedures for the advance request for the use of such leave and advance designation of employees, and for the recording of the use of leave and maintaining of the remaining balance, shall be by means mutually agreed to by the Director of Employee Relations and the President of PEF.

(b) The State shall grant Employee Organization Leave for one PEF delegate meeting in each year of this agreement. The granting of such leave to individual employees shall be subject to the same procedures and limitations as specified in subsection (a) above.

(c) Reasonable numbers of PEF designees will be granted reasonable amounts of Employee Organization Leave to participate in meetings of joint labor/management committees, the conduct of negotiations for a successor agreement, and the representation of employees in the grievance procedure, with no charge to the Employee Organization Leave allowance provided in (a) above or to the employees' leave credits. The use of such leave will be contingent on the submission of requests in advance, and shall be granted to the extent the resulting absences will not unreasonably interfere with an agency's operations. Reasonable and actual travel time in connection with such leave shall also be granted, subject to the same limitations and subject to a maximum of five hours each way for any meeting. Leave for contract negotiations or for labor/management committees pursuant to this provision shall be granted only to employees in this unit designated in advance by PEF and approved by the Director of Employee Relations; leave for grievance representation pursuant to this provision shall be granted only to persons designated for this purpose by PEF in a listing of authorized grievance representatives furnished quarterly by PEF to the Director of the Governor's Office of Employee Relations.

(d) Under special circumstances, and upon advance request, additional Employee Organization Leave may be granted by the Director of Employee Relations.

#### 4.8 Union Leave

Upon the request of the President of PEF and

the employee(s), and the approval of the Director of the Governor's Office of Employee Relations, an employee or employees may be granted leave of absence with full pay to engage in PEF activities in accordance with the provisions of Section 46 of Chapter 283 of the Laws of 1972.

#### **4.9 Leave of Absence Information**

The State shall provide an employee who is going on an authorized leave of absence with information regarding continuation of coverage under the State's Health and Dental Insurance Programs during such leave. The State shall also provide to such employee a memorandum prepared by PEF regarding necessary payments for PEF dues and insurance premiums during such leave.

## **ARTICLE 5**

### **Management Rights**

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the State are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the State; to determine the facilities, methods, means and number of personnel required for conduct of State programs; to administer the Merit System, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and

utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

## **ARTICLE 6**

### **No Strikes**

6.1 PEF shall not engage in a strike, nor cause, instigate, encourage or condone a strike.

6.2 PEF shall exert its best efforts to prevent and terminate any strike.

6.3 Nothing contained in this Agreement shall be construed to limit the rights, remedies or duties of the State or the rights, remedies or duties of PEF or employees under State law.

## **ARTICLE 7**

### **Compensation**

The State and PEF shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to provide the benefits described below.

#### *7.1 April 1, 1979 Salary Increase*

Effective April 1, 1979\* the basic annual salary

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\* Such increases shall become effective the payroll period nearest to the stated date, in the manner provided in Section 44 (8) of the New York State Finance Law.

of fulltime employees will be increased by 7%.

#### *7.2 July 1, 1979 Salary Schedule*

Effective July 1, 1979 a new salary schedule will be implemented which will contain a hiring rate and a job rate for each grade. The hiring rate and job rate will be the minimum and maximum rates contained in the 1974 schedule increased by 9%, 5% and 7%. Full-time employees hired April 1, 1977 and after, and any other full-time employees whose salary is below the new hiring rate of his/her grade, will be advanced to that rate effective July 1, 1979.\*

#### *7.3 April 1, 1980 Salary Schedule*

Effective April 1, 1980 a new salary schedule will be established which will contain the hiring rates established in the July 1, 1979 salary schedule and new job rates equal to those contained in the July 1, 1979 salary schedule but increased in the following amounts:

Grades 1-13	\$150
Grades 14-26	\$200
Grades 27-37	\$250

Full time employees whose annual salaries on March 31, 1980 are at the job rate then in effect or are between the job rate then in effect and the job rate to be established in the April 1, 1980 schedule shall, on April 1, 1980 have their salaries increased to the job rate established in the April 1, 1980 salary schedule.

#### *7.4 October 1, 1980 Salary Schedule*

Effective October 1, 1980 a new salary schedule will be established which will contain the hiring

rates and job rates contained in the April 1, 1980 salary schedule, increased by 7%.

*7.5 October 1, 1980 Salary Increase*

Effective October 1, 1980\* the basic annual salary of full-time employees will be increased by 7%.

*7.6 April 1, 1981 Salary Schedule*

Effective April 1, 1981 a new salary schedule will be established which will contain the hiring rates established in the October 1, 1980 salary schedule, and new job rates equal to those contained in the October 1, 1980 salary schedule but increased in the following amounts:

Grades 1-13	\$150
Grades 14-26	\$200
Grades 27-37	\$250

*7.7(a) October 1, 1981 Salary Schedule*

Effective October 1, 1981 a new salary schedule will be established which will contain the hiring rates and the job rates contained in the April 1, 1981 salary schedule, increased by 7%.

*(b) October 1, 1981 Salary Increase*

Effective October 1, 1981\* the basic annual salary of full-time employees will be increased by 7%.

*7.8 Performance Advance Program*

(a) During each year of this Agreement, employees will receive salary adjustments between the hiring rate and the job rate of the salary grade only on the basis of performance evaluation and subject to the standards, procedures, timetables, rates of advance and other provisions of the per-



formance evaluation program to be developed and recommended by the Professional Development and Quality of Working Life Committee and incorporated in the rules and regulations of the Director of the Budget.

(b) During the first year of this Agreement, funds in an amount not to exceed \$7.4 million shall be made available for the purpose of increasing employees' salaries between the hiring rate and the job rate on or after July 1, 1979, subject to the provisions of subsection (a) above. Eligibility for performance advances shall be limited to employees who would have been eligible to receive a salary increment on April 1, 1979, and who did not receive an increase in salary of 2% or more as a result of the provisions of Section 7.2 above.

(c) An employee's salary may not exceed the job rate as a result of a performance advance.

#### *7.9 Promotions*

(a) Employees promoted or otherwise advanced to a higher salary grade on or after July 1, 1979 shall be paid at the hiring rate of the higher grade or will receive a percentage increase in base pay determined as indicated below, whichever results in a higher salary.

<i>For a Promotion Of</i>	<i>An Increase Of</i>
1 grade	3.0%
2 grades	4.5%
3 grades	6.0%
4 grades	7.5%
5 grades	9.0%

### (b) Reallocation and Reclassifications

Employees in positions which are reallocated or reclassified to a higher salary grade on or after July 1, 1979 shall receive an increase in pay determined in the same manner as described for promotions.

7.10 All of the above provisions shall apply on a pro rata basis to employees paid on an hourly or per diem basis or on any basis other than at an annual rate, or to employees paid on a part-time basis. The above provisions shall not apply to employees paid on a fee schedule.

### 7.11 *Recall and Inconvenience Pay and Locational Compensation*

Except as otherwise hereinafter specifically provided, the present recall pay, inconvenience pay and locational compensation programs will be continued.

### 7.12 *Holiday Pay*

(a) Any employee who is entitled to time off with pay on days observed as holidays by the State as an employer will receive at his option additional compensation for time worked on such days or compensatory time off. Such additional compensation for each such full day worked will be at the rate of 1/10 of his biweekly rate of compensation. Such additional compensation for less than a full day of such work will be prorated. Such rate of compensation will include geographic, locational, incon-

venience and shift pay as may be appropriate to the place or hours worked. In no event will an employee be entitled to such additional compensation or compensatory time off unless he has been scheduled or directed to work.

(b) An employee electing to take compensatory time off in lieu of holiday pay shall notify the appropriate payroll agency in writing between April 1 and June 15, 1979 of his intention to do so with the understanding that such notice constitutes a waiver for the term of this Agreement of his right to receive additional compensation for holidays worked; provided, however, that an employee shall have the opportunity to revoke his waiver or file a waiver, if he has not already done so, by notifying the appropriate payroll agency in writing between April 1 and May 15 in the second and third year of this Agreement of his revocation or waiver, in which event such revocation or waiver shall remain in effect for the remainder of the term of this Agreement.

## **ARTICLE 8**

### **Travel**

#### **8.1 Per Diem Meal and Lodging Expenses**

The state agrees to reimburse, on a per diem basis as established by rules and regulations of the Comptroller, employees who are eligible for travel expenses, for their expenses incurred while in

travel status in the performance of their official duties for a full day at rates stated in the following schedule:

Effective on the date of execution of this Agreement:

(a) In the City of New York and the counties of Nassau, Suffolk, Rockland and Westchester, not to exceed \$50.00, except as specified by the Comptroller in accordance with law.

(b) In the cities of Albany, Rochester, Buffalo, Syracuse and Binghamton and their respective surrounding metropolitan areas, not to exceed \$40.00, except as specified by the Comptroller in accordance with law.

(c) In places elsewhere within the State of New York not to exceed \$35.00, except as specified by the Comptroller in accordance with law.

(d) In places outside the State of New York, at least \$50.00 per day except as specified by the Comptroller in accordance with law.

When the employee is in travel status for less than a full day, and incurs no lodging charges, reasonable and necessary receipted expenses will be allowed for breakfast and dinner as determined by the Comptroller in accordance with law.

## 8.2 Mileage Allowance

(a) Effective April 1, 1979 the State agrees to provide, subject to rules and regulations of the Comptroller, a maximum mileage allowance rate of 17 cents per mile for the use of personal vehicles

for those persons eligible for such allowance in connection with official travel.

(b) The rate of payment provided in Section 8.2(a) shall be subject to reopened negotiations, no more frequently than semi-annually, upon the demand of PEF. Disputes arising from such reopened negotiations shall be submitted to binding arbitration under procedures to be developed by the parties, such procedures to require that the arbitrator select the final offer of either party, and may not at any time modify the final offers submitted by the parties.

(c) If negotiations are reopened subject to the provisions of sub-section (b) above within three months of the date of execution of this Agreement and such negotiations result in an increase in the mileage reimbursement rate, the effective date of such increase shall be January 1, 1980

### 8.3 Triborough Bridge Tolls

The State agrees, contingent upon continuation of Legislative approval of recommended funds, to continue payment for car tolls over the Triborough Bridge for employees employed at and not residing at facilities on Ward's Island, New York, operated by the New York State Department of Mental Hygiene for the reason that (a) heretofore, free ferry service was provided to the Island, which service has been discontinued, and (b) there is no way for such employees to reach their work by car except over a toll bridge. PEF agrees that the correction of the situation at this work location will not and cannot be used as a precedent to seek payment of fares or tolls at other work locations.

#### **8.4 Extended Travel**

The State agrees to provide \$8.00 additional travel expense reimbursement for each weekend to any employee who is in overnight travel status provided he is in overnight travel status for at least 10 consecutive days at least 300 miles from his home and his official station.

### **ARTICLE 9**

#### **Health and Dental Insurance**

9.1 (a) The State shall continue to provide all the forms and extent of coverage as defined by the contracts in force on March 31, 1979 with the State's health insurance carriers unless specifically modified by these agreements.

(b) Effective January 1, 1980, basic medical-surgical coverages (provided currently by Blue Shield) and Major Medical coverages exclusive of coverage for prescription drugs (provided currently by Metropolitan) will be combined to form a new medical-surgical expense coverage as part of the Statewide Plan.

(c) The State agrees to continue to pay 100 percent of the cost of individual coverage and 75 percent of the cost of dependent coverage provided under the Statewide Plan subject, however, to the limitations of Section 9.4(c) of this Article. The State agrees to continue to provide the GHI and HMO (including HIP) options and agrees to pay

the equal dollar amounts toward these options as are paid under the Statewide Plan.

9.2 Reductions or restrictions on coverage shall not be implemented without PEF approval.

9.3 The State shall require Blue Cross, effective November 1, 1979, to provide separate experience data for employees enrolled in the GHI Option.

9.4 (a) The State and PEF agree to establish a Joint Committee on Health Benefits. The Committee shall consist of at least three representatives selected by PEF, three representatives selected by the State and one impartial Chairman selected by the parties.

(b) The Joint Committee shall work with appropriate State agencies in a review and oversight capacity. The committee's areas of review and counsel may include, but are not limited to:

1. Examination of the cost/benefit of establishing a Mandatory Second Surgical Opinion Program for potential inclusion in the bid specifications prior to the bidding of a contract for medical-surgical coverage;

2. Establishment of quarterly reporting requirements for all carriers providing health benefit coverage;

3. Analysis of appropriate claims and experience data on a quarterly basis with a particular concern for identifying and forestalling emerging inflationary increases in cost;

4. Investigation of alternative methods of financing premium payments to minimize expense for both the State and employees covered by the plan;

5. Development of Health Benefit Communication Programs related to the consumption of health care services provided under the plan;

6. Development of appropriate Health Insurance Training Programs for Personnel Offices of State agencies;

7. Development, in conjunction with the carriers, of descriptive literature and claim forms;

8. The study of recurring subscriber complaints and recommendations for the resolution of those complaints.

(c) The State shall not be responsible for absorbing inflationary increases in the cost of the plan. The Joint Committee will monitor the cost experience of the plan and, if necessary, direct the carrier to implement benefit, deductible or co-payment adjustments which may be mutually agreed upon by the State and PEF to offset inflation in the overall plan. Alternatively, the State and PEF may agree to adjust the employee's share of the premium. If the State and PEF cannot mutually agree on the extent of inflation or appropriate adjustments, the parties shall submit the unresolved issue to binding arbitration under procedures to be developed by the parties, such procedures to require that the arbitrator select the final offer of either party; and may not at any time modify the final offers submitted by the parties.



(d) The State shall appropriate the necessary funds to carry out the responsibilities of the Committee.

9.5 The State shall continue the Second Surgical Consultation Program and agrees to expand such program into other geographic areas of the state.

9.6 Seasonal employees hired for an anticipated period of less than six months shall not be eligible for health insurance coverage.

9.7 Active employees may change health insurance options (among the Primary, HMO, and GHI options) once each year during an open transfer period, to be established at the State's discretion. Transfers from one health insurance option to another will be permitted without regard to the employee's age or the number of previous transfers.

9.8 Effective January 1, 1980, a "No-Fault Exclusion" shall be added to all State health coverage programs to prevent duplicative payments for medical expenses that are also covered and payable under No-Fault auto insurance policies.

9.9 Eligible employees in the State Health Insurance Plan may elect to participate in a federally qualified health maintenance organization (HMO) on the same basis specified for optional coverage under Civil Service Law, Section 167.1. If more than one HMO serves the same area, the State reserves the right to contract with only one such organization.

9.10 Employees 50 years of age or older enrolled in the Statewide Plan shall be allowed reimburse-

ment up to \$50 per year toward the cost of a routine physical examination as a medical-surgical benefit, but not subject to deductible or co-insurance.

9.11 (a) Continued health insurance coverage will be provided for the unremarried spouse and other eligible dependents of employees who die in State service under circumstances under which they are eligible for the accidental death benefit or for weekly cash workers' compensation benefits under the same conditions as prescribed in Section 165 of the Civil Service Law for dependents of a deceased employee who was at the time of death an employee at a correctional facility having coverage at the time of death for himself and his dependents and where death occurred as a result of injuries sustained during the period from September 9 through 13, 1971.

(b) If an employee is granted a service-connected disability retirement by a retirement or pension plan or system administered and operated by the State of New York, the State will continue the health insurance of that employee on the same basis as any other retiring employee, regardless of the duration of the employee's service with the State.

9.12 A permanent full-time employee who loses employment as a result of the abolition of a position on or after April 1, 1977 shall continue to be covered under the State Health Insurance Plan at the same contribution rate as an active employee for one year following such layoff or until reemployment by the State or employment by

another employer, whichever first occurs.

9.13 (a) The unremarried spouse of an employee, who retires after April 1, 1979 with 10 or more years of active State service and subsequently dies, shall be permitted to continue coverage in the Health Insurance Program with payment at the same contribution rates as required of active employees.

(b) The unremarried spouse of an active employee, who dies after April 1, 1979 and who, at the date of death, was vested in the Employees' Retirement System and who was at least 45 years of age and was within 10 years of the minimum retirement age shall be permitted to continue coverage in the Health Insurance Program with payment at the same contribution rates as required of active employees.

9.14 Employees added to the payroll and covered by the State Health Insurance Plan have the right to retain health insurance coverage after retirement, upon the completion of 10 years of State service.

9.15 The following changes in benefits in the health insurance program shall be implemented effective January 1, 1980, unless otherwise specified:

(a) Alcoholism Treatment

Coverage for alcoholism treatment in rehabilitation facilities or hospitals certified by the State of New York or approved by JCAH shall be provided. Coverage shall include four weeks of in-patient coverage for any single confinement and up to six

weeks annually. In addition, each covered individual may receive up to twenty (20) out-patient treatments annually. These benefits will be provided through the medical-surgical coverage under the Statewide Plan.

**(b) Ambulance Payment**

An allowance will be provided of up to \$50 under Blue Cross for professional ambulance service to and/or from a hospital when medically necessary.

The coverage provided under the medical-surgical portion of the Statewide or GHI option for ambulance service not covered under Blue Cross will remain unchanged.

**(c) Chiropractic Care**

Coverage for chiropractic care will be limited to conditions requiring manual manipulation of the spine to correct a subluxation that can be demonstrated by an X-ray or for services prescribed by a physician.

**(d) Deductible**

1. The medical-surgical deductible shall be \$75 per individual in any year. The total family deductible shall not exceed \$225 in any year.

2. The Common Accident Deductible shall be \$75 per accident.

3. Effective October 1, 1979, the carry-over deductible shall be \$75 per covered individual.

**(e) Doctor Visit Allowance**

The doctor visit allowance under the GHI Option shall be \$15.

(f) Medical-Surgical Maximums (Statewide Plan)

1. Annual - The annual maximum for each covered member for medical-surgical expense benefits shall be \$25,000.

2. Lifetime - The lifetime maximum for each covered member for medical-surgical expense benefits shall be \$250,000.

3. Out-of-Pocket - When a covered employee and/or covered dependents of the employee have incurred \$2,000 of covered medical-surgical expenses in any calendar year (exclusive of covered expenses for out-patient treatment by a psychiatrist or psychologist) after the appropriate deductible has been met, future covered expenses under medical-surgical coverages in the same calendar year (exclusive of covered expenses for out-patient treatment by a psychiatrist or psychologist) will be reimbursed on a 100 percent basis.

(g) Maternity Coverage

1. Medical expenses for maternity coverage shall, effective April 1, 1979, be provided for employees, spouses and other dependents to the same extent as they are covered for other medical expenses. In addition, the State will provide such maternity benefits for pregnancies existing on April 29, 1979 for then covered members regardless of whether the person is a covered member on the date of delivery. If, on the date of delivery, the woman is covered by another health insurance program, prevailing coordination of benefit provisions will apply.

2. Charges by a physician for care of a newborn child will be recognized as a covered maternal expense under the medical-surgical coverage of the Statewide Plan, or GHI option, up to a maximum of \$50 per newborn child.

(h) Voluntary Sterilization

Coverage for voluntary sterilization will be recognized as a covered expense under the Statewide Plan or GHI Option.

(i) Out-Patient Mental And Nervous

Coverage for out-patient treatment by a psychiatrist or psychologist shall provide 80 percent of reasonable charges per visit, not to exceed \$40 in benefits per visit, subject to a maximum of \$1,500 in any calendar year and \$3,000 during the lifetime of any covered employee or dependent. This benefit is provided through the medical-surgical coverage under the Statewide Plan and GHI Option.

9.16 Effective January 1, 1980, the State shall make available to employees in this unit who meet the requirements for enrollment in the health insurance program, and who are enrolled in the Statewide Plan a separate prescription drug coverage. This coverage shall include prescriptions for legend drugs (i.e., requiring a physician's prescription in the state in which dispensed, by a licensed pharmacist), insulin and prescriptions which require compounding by a pharmacist of two or more ingredients including at least one legend drug. There shall be a \$1 co-pay for each prescription and refill when an identification card is pre-

sented at a participating pharmacy. If a non-participating pharmacy is used, the employee shall be reimbursed an amount equal to the amount that a participating pharmacist would have been reimbursed for dispensing the prescription. The identification card shall identify that the covered member is represented by the Public Employees Federation, AFL-CIO. The State will pay 100 percent of the premium for individual coverage and 75 percent of the cost of dependent coverage for employees and dependents enrolled in the program under the Statewide Plan. This prescription drug coverage for employees in this unit shall be discontinued effective January 1, 1982.

9.17 For the period April 1, 1979 through March 31, 1981, the State shall continue and pay the full premium for the dental insurance coverage provided to members of this unit on March 31, 1979.

## **ARTICLE 10**

### **Attendance And Leave**

#### **10.1 Holiday Observance**

(a) An employee who is entitled to time off with pay on days observed as holidays by the State as an employer shall be granted compensatory time off when any such holiday falls on a Saturday, provided, however, that employees scheduled or directed to work on any such Saturday may receive additional compensation in lieu of such compen-

satory time off in accordance with Section 7.12 of this Agreement. The State may designate a day to be observed as a holiday in lieu of such holiday which falls on Saturday.

(b) The following holidays will be observed by all employees within this unit eligible to observe holidays unless otherwise specified by mutual agreement between the parties:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Christmas Day
11. Employee to designate either Election Day or Martin Luther King Day where circumstances permit.

(c) In the event that Martin Luther King Day is designated by the State Legislature as an official State holiday, both Election Day and Martin Luther King Day shall be observed as holidays.

#### 10.2 Holiday Accrual

Compensatory time off in lieu of holidays earned after the effective date of this Agreement shall be recorded in a new leave category to be known as Holiday Leave.



### 10.3 Additional Vacation Credit

(a) The State agrees to grant employees having 20 or more years of continuous State service and who are entitled to earn and accumulate vacation credits additional vacation credit as follows:

Completed Years of Continuous Service	Additional Vacation Credit
20 to 24	1 day
25 to 29	2 days
30 to 34	3 days
35 or more	4 days

(b) An eligible employee shall receive additional vacation credit on the date on which he would normally be credited with additional vacation in accordance with the above schedule and shall thereafter be eligible for additional vacation credit upon the completion of each additional 12 months of continuous State service. Continuous State service for the purpose of this section shall mean uninterrupted State service, in pay status, as an employee. A leave of absence without pay, or a resignation followed by reinstatement or reemployment in State service within one year following such resignation, shall not constitute an interruption of continuous State service for the purposes of this section; provided, however, that leave without pay for more than six months or a period of more than six months between resignation and reinstatement or reappointment, during which the employee is not in State service, shall not be

counted in determining eligibility for additional vacation credits under this provision.

(c) Nothing contained herein shall be construed to provide for the granting of additional vacation retroactively for periods of service prior to the effective date of this agreement.

#### 10.4 Vacation Scheduling

(a) Assignment of vacation time off shall be made at the times desired by an employee to the extent practicable in the light of needs of the department or institution involved to provide the service it is charged to provide. In the event that more employees request the same vacation time off than can be reasonably spared for operating reasons, vacation time off will be granted in accordance with Article 23.

(b) In lieu of scheduling vacation in order of seniority as provided above, departments, agencies, or institutions may by mutual agreement with PEF, provide that in the event an employee has accumulated vacation credits in excess of 35 days, he shall be given preference on requested assignment of vacation time off.

(c) To assist in the scheduling of such vacation time off, departments, agencies, institutions or other local operating units may establish an annual date or dates or period or periods by which or within which an employee must request a block of time in order to have his seniority considered.

(d) Establishment of such dates or periods shall be worked out in understandings between such

departments, agencies, institutions or other local operating units and the appropriate designee of PEF unless they mutually agree that such dates or periods are unnecessary or undesirable.

#### 10.5 Vacation Use

(a) Vacation credits may be used in such units of time as the appointing authority may approve, but the appointing authority shall not require that vacation credits be used in units greater than one-quarter hour. This provision shall not supersede any local arrangements which provide for liquidation in smaller units of time.

(b) An employee's properly submitted written request for use of accrued vacation credits shall be answered within a reasonable period of time. If an employee's properly submitted request for use of accrued vacation credits is denied or cancelled, the employee shall receive, upon written request, a written statement of the reasons for such denial or cancellation. Such written statement of the reasons for such denial or cancellation shall be provided within three days of receipt of the written request for it.

#### 10.6 Vacation Credit Accumulation

Vacation credits may be accumulated up to 40 days; provided, however, that in the event of death, retirement or separation from service, an employee compensated in cash for the accrued and unused accumulation may only be so compensated for a maximum of 30 days.

#### 10.7 Sick Leave Accumulation

Employees who are entitled to earn and accumu-

late sick leave credits may accumulate such credits up to a total of 200 days, provided, however, no more than 165 days of such credits may be used for retirement service credit or to pay for health insurance in retirement.

#### 10.8 Use of Sick Leave

(a) Sick Leave credits may be used for scheduled medical or dental appointments with the advance approval of the appointing authority or his designee.

(b) Sick Leave credits may be used in such units of time as the appointing authority may approve, but the appointing authority shall not require that sick leave credits be used in units greater than one-quarter hour.

#### 10.9 Use of Personal Leave

(a) The State shall not require an employee to give a reason as a condition for approving the use of personal leave credits, provided, however, that prior approval for the requested leave must be obtained, that the resulting absence will not interfere with the proper conduct of governmental functions, and that an employee who has exhausted his personal leave credits shall charge approved absences from work necessitated by personal business or religious observance to accumulated vacation or overtime credits.

(b) Personal leave credits may be used in such units of time as the appointing authority may approve, but the appointing authority shall not require that personal leave credits be used in units

greater than one-quarter hour. This provision shall not supersede any local arrangements which provide for liquidation in smaller units of time.

#### 10.10 Accounting of Time Accruals

The State shall prepare and distribute to employees forms for maintaining leave records on a self-accounting basis. Each employee shall be advised of the leave accruals to his credit on official records at least once each year.

#### 10.11 Leave—Institution Teachers

The State agrees to provide each institution teacher a maximum of three days of leave with pay during each school year for religious observance, teacher conferences, professional meetings, extraordinary or emergency absences or other personal use. Such leave shall be approved on request insofar as it would not interfere with the proper conduct of governmental functions. Employees on leave as hereinabove provided shall not be required to make up such time off by adjustments in their daily or weekly work schedules. Institution teachers shall not be allowed any other time off with pay for such purposes except as provided by Section 10.14.

#### 10.12 Absence — Extraordinary Circumstances

(a) An employee who has reported for duty and, because of extraordinary circumstances beyond his control, is directed to leave work, shall not be required to charge such directed absence during such day to leave credits.

(b) In those instances in which the Governor declares a state of emergency in a specified geo-

graphic area, based on circumstances which affect travel, and directs that employees whose official stations are within the specified geographic area not report to work, such absences shall be excused with no charge to leave credits.

#### 10.13 Tardiness for Members of Volunteer Fire Departments, and Enrolled Civil Defense and Civil Air Patrol Volunteers

An appointing authority shall excuse a reasonable amount of tardiness caused by direct emergency duties of duly authorized volunteer firemen and enrolled civil defense and civil air patrol volunteers. In such cases, the appointing authority may require the employee to submit satisfactory evidence that the lateness was due to such emergency duties.

#### 10.14 Leave for Professional Meetings

Subject to prior approval by the appointing authority, each employee will be allowed a maximum of four days per year without charge to leave credits to attend conferences or seminars of recognized professional organizations, such conferences or seminars to be directly related to the employee's profession or professional duties. Absences under this provision may be restricted to 10 percent of the profession in the operating unit (e.g., institution, hospital, college, main office or other appropriate facility). Requests for such leave shall be approved to the extent that such absence would not interfere with the proper conduct of governmental functions. Such leave shall not be

cumulative and if not used shall be cancelled at the end of each year of this Agreement. Unused leave shall not be liquidated in cash at the time of separation, retirement or death.

#### 10.15 Leave for Professional Examinations

(a) Upon proper advance notice, an employee may absent himself from duty without charge to leave credits for the purpose of participating in one professional examination each year in his discipline. In the event such examination is administered in several parts, the several parts shall be considered a single examination. Absence required for travel shall be charged to appropriate leave credits.

(b) If an employee is scheduled to work on a shift which ends within eight hours of commencement of such professional examination, reasonable efforts will be made to adjust the employee's work schedule or, to the extent practicable in light of the agency's or institution's need to provide services, to approve his absence charged to appropriate leave credits.

#### 10.16 Maintenance of Time Records

No employee in this unit shall be required to punch a time clock or record his attendance with a timekeeper. An employee eligible to earn overtime shall be required to keep daily time records showing actual hours worked on forms to be provided by the State and such records shall be subject to review and approval by the supervisor. Employees not eligible to earn overtime shall maintain a daily

record of absences and leave credits earned and used in accordance with the Attendance Rules on forms to be provided by the State.

#### 10.17 Institution Teachers—Special Holidays

Employees serving as institution teachers at times other than during the normal 10-month school year shall not lose pay for days which have been declared by the State as employer to be special holidays provided such employees were scheduled to work on such days.

#### 10.18 Leave for Bereavement or Family Illness

(a) Employees shall be allowed to charge absences from work in the event of death or illness in the employee's immediate family against accrued sick leave credits up to a maximum of 15 days in any one calendar year.

(b) Requests for leave for family illness shall be subject to approval of the appointing authority; such approval shall not be unreasonably withheld.

#### 10.19 Part Time, Per Diem and Hourly Employees

(a) Effective on the execution date of this Agreement part-time employees compensated on an annual salary basis who are not entitled to vacation, sick leave or personal leave for the reason that they are not employed to work five (5) days per week shall also be eligible to earn and accumulate, or be credited with such leave credits on a prorated basis if they are employed on a fixed schedule of at least half time. For the purpose of crediting vacation and personal leave for such



employees in State service on the effective date of this section, their anniversary dates shall be determined in a manner consistent with their total State service.

(b) Effective on the execution date of this Agreement employees compensated on a per diem or hourly basis who are not entitled to vacation, sick leave, personal leave and other leave benefits for the reason that they are not employed to work five (5) days per week shall also be eligible for such leave benefits in the same manner and subject to the same limitations and restrictions as would apply if they were employed to work five (5) days per week if they are employed on a fixed schedule of at least half time and are so employed continuously for nine (9) months without a break in service exceeding one full payroll period. For purposes of determining when an employee has completed the nine (9) months of service required under this section, periods of service rendered prior to the effective date of this section shall not be counted. However, periods of service immediately prior to the effective date of this section during which such employees were employed on a regularly scheduled workweek of at least 3¾ hours per day and five (5) days per week shall be counted toward such qualifying service if it is continuous and without a break in service exceeding one payroll period

(c) Nothing contained herein shall be construed to provide for the granting of paid leave benefits retroactively for periods of service prior to the effective date of this section.

## ARTICLE 11

### **Workers' Compensation Leave With Pay**

11.1(a) An employee necessarily absent from duty because of occupational injury or disease as defined in the Workers' Compensation Law who is allowed leave from his position for the period of his absence necessitated by such injury or disease shall, subject to the proviso set forth in Section 11.1 (b), be (1) first granted compensation leave with pay without charge to leave credits not exceeding cumulatively 6 months, and (2) upon exhausting leave with pay benefits under (1) above be allowed to draw accrued leave credits, and (3) upon exhausting leave with full pay benefits under (1) and (2) above, be allowed sick leave at half pay for which he may be eligible during such leave unless (i) there is good and sufficient reason to believe that the disability resulting from such injury or disease is not job-related or is primarily due to some pre-existing medical condition; (ii) there is good and sufficient reason to believe that the employee could report for work on a full-time or part-time basis; (iii) the employee's services would have been terminated or would have ceased under law; or (iv) the employee's claim for benefits is controverted by the State Insurance Fund.

(b) An employee allowed leave with pay from his position pursuant to Section 11.1 (a) shall receive pay during the first ten working days of such leave for each separate injury or disease regardless of the date of occurrence of such injury or disease, subject to the following proviso:

(1) For the first ten working days of such leave in any one calendar year, but not exceeding ten working days in any one continuous period of leave spanning successive calendar years, the employee shall charge such leave to accrued leave credits if any, subject to the exceptions listed in section 11.1 (c) below, provided, however, that the cumulative total of leave credits so charged shall not exceed the number of hours normally and regularly worked by the employee in a biweekly pay period;

(2) During a period of leave under paragraph (1) above, the appointing authority shall advance up to ten days of sick leave credits to an employee eligible to accrue leave credits but who has exhausted his leave accruals, unless such employee requests otherwise in writing (except where such ten day period is waived pursuant to section 11.1 (c) below), and such advanced sick leave credits shall be repaid as soon as practicable from subsequent accumulations of leave credits in a manner to be determined by the appointing authority, provided, however, that the cumulative total of leave credits so advanced shall not exceed the number of hours normally and regularly worked by the employee in a biweekly pay period.

(c) Notwithstanding the proviso set forth in Section 11.1 (b), the following conditions will also apply:

(1) If the employee is required by a physician to be admitted as an in-patient to a hospital during

the first ten consecutive working days after the occurrence of an occupational injury or disease in any one calendar year and otherwise qualifies for such leave pursuant to the Article, the employee shall not be required to charge leave credits for the first ten days of such leave.

(2) If the employee is required to be absent for a period of twenty consecutive working days or more following the occurrence of an occupational injury or disease in any one calendar year and otherwise qualifies for such leave pursuant to the Article, the employee shall not be required to charge leave credits for the first ten days of such leave.

(3) Where an employee is required by the employer, the State Insurance Fund or Workers' Compensation Board to attend a medical examination or a hearing during the first ten working days of such leave in any one calendar year and otherwise qualifies for such leave pursuant to this Article, the employee shall not be required to charge leave credits for the time required, including reasonable travel time for such medical exam or hearing during such ten working days.

(4) Upon written application by an employee within 45 days of the occurrence of an occupational injury or disease, the head of a department or agency or his designee may, in his discretion, waive the requirement of this Article that an employee charge or repay, if advanced, the first ten working days of such leave in any one calendar

year to accrued leave credits. The decision of the head of a department or agency, or his designee, shall not be grievable or otherwise reviewable.

For the purposes of this Section occurrence shall also be deemed to mean the commencement of an absence due to the reoccurrence in subsequent calendar years of an occupational injury or disease.

(d) In the event that leave pursuant to this Article is denied, the employer shall provide a statement in writing of the reasons for such denial.

11.2 An employee allowed leave with pay under this Article may elect to draw accrued leave credits for part or all of his absence from duty before being granted leave with pay under Section 11.1 above.

11.3 If it is subsequently determined that an employee was not entitled to compensation leave with pay without charge to leave credits for any period for which he was granted such leave as provided hereinabove, he shall be required to make reimbursement for such paid leave from current or subsequent accumulations of leave credits at a rate and in a manner determined by the appointing authority.

11.4 An employee who draws leave credits as provided in Section 11.1 shall be entitled to restoration of such credits, excluding leave credits charged pursuant to Section 11.1 (b) (1) or advanced pursuant to Section 11.1 (b) (2), but including those used for absences of less than a full day, as are used during a period of absence for which

an award of compensation has been made and credited to the State as reimbursement for wages paid. An employee who is necessarily absent from duty as described hereinabove may be granted compensation leave with pay without charge against leave credits for absences of less than a full day where such employee returns to work on a part-time basis, subject to the proviso set forth in Section 11.1 (b).

11.5 An employee who is allowed leave with full pay as provided in section 11.1 shall be allowed such leave with pay when absent from duty for the purpose of attending a hearing scheduled by the Workers' Compensation Board or a Board-ordered medical examination, subject to the proviso set forth in Section 11.1 (b).

## **ARTICLE 12**

### **Leave—Probationary Employees**

A permanent employee holding a position in the competitive or non-competitive class who accepts an appointment to a State position from an open-competitive eligible list, upon written notice that he is accepting such an appointment, shall be granted a leave of absence from his former position for a period not to exceed 52 weeks or the period of his actual probation, whichever is less.

## ARTICLE 13

### Payroll

#### 13.1 Computation on 10-Day Basis

Employees' salary payments will continue to be calculated on an appropriate 10 working day basis.

#### 13.2 Deliver and Dating of Checks

Paychecks issued to employees paid from the "institutional payroll" will be dated and, absent unavoidable circumstances, delivered no later than the Thursday following the end of the payroll period.

#### 13.3 Deductions for Employee Credit Unions

(a) The State will continue to deduct from the salary of an employee an amount authorized in writing by such employee, within the minimum and maximum amounts to be specified by the Comptroller, for payments to bona fide credit unions for appropriate purposes and to transmit the sum so deducted to such credit unions. Any such written authorization may be withdrawn by such employee at any time upon filing of written notice of such withdrawal with the Comptroller. Such deductions shall be in accordance with rules and regulations of the Comptroller not inconsistent with the law as may be necessary for the exercise of his authority under this Section.

(b) Such rules and regulations may include requirements insuring that computations and other appropriate clerical work shall be performed by the credit union, limiting the frequency of changes in the amount of payroll deductions, indemnifying

the State and establishing minimum membership standards so that payroll deductions are practicable and feasible.

13.4 The State will continue to provide the salary and deduction information on payroll statements to employees paid through the machine payroll procedure as is provided at the time of the execution of this Agreement.

#### 13.5 Institution Teachers

(a) Any full-time teacher in a State institution as defined in §136 of the Civil Service Law shall be given the option to receive his biweekly salary payments either over the 10-month school year or over the calendar year.

(b) An eligible employee electing to receive his salary payments over the calendar year shall notify the appropriate payroll office in writing between August 1 and August 15 of each year. Eligible employees who do not submit such notification shall be considered to have elected to receive payments on the ten-month basis. Notifications submitted in any year shall be in effect for the entire school year and may not be withdrawn during the school year.

## **ARTICLE 14**

### **Professional Development and Quality of Working Life Committee**

14.1 For the term of this Agreement there shall be a state-wide Professional Development and Quality of Working Life Committee consisting of



three representatives selected by the State, three representatives selected by PEF, and an impartial Chairman who shall be selected by the parties.

14.2 The Committee shall:

(a) Develop, recommend and evaluate a mutually acceptable work performance evaluation system including standards, procedures and employee review mechanism to improve job performance and recognize employee achievement. The recommendations of the Committee regarding performance evaluation shall include standards and procedures to be used in moving employees to the job rate of the salary grade.

(b) Review and make recommendations for professional development and training programs which will improve job performance and assist employees in developing their full professional potential and in preparing for advancement.

(c) Review the overall professional compensation program and make recommendations, exclusive of those pertaining to salary allocation and position classifications, in such areas as the structure of the salary schedule and the number of salary grades and their ranges. It is recognized that PEF has the right to submit information and applications to the Director of Classification and Compensation for changes in salary allocation and position classifications and that any such changes which are implemented will not be charged to the funds made available under this Article.

(d) Administer a Professional Development and Quality of Working Life Fund, such fund to be provided by the State in the amount of

\$1,500,000 in each year of this Agreement, of which a minimum of \$300,000 shall be devoted to professional development and training activities.

(e) It is the mutual intent of the State and PEF to provide meaningful educational opportunities for the development and growth of the employees where possible by courses in State University or, if not possible, by other training programs. The Committee shall review, develop and make recommendations for such opportunities which may include enrollment in such courses or training on a tuition-free basis. Should such tuition-free enrollment be developed, provision must be made that all fees other than tuition shall be paid by the employees.

14.3(a) Recommendations made by the Committee by unanimous vote shall be implemented, subject to the availability of funds within the Professional Development and Quality of Working Life Fund, and any applicable law, rule or regulation.

(b) Recommendations made by the Committee by majority vote, but less than unanimous vote, shall be implemented only if they have actual or potential applicability to all positions in the negotiating unit, and subject to the availability of funds within the Professional Development and Quality of Working Life Fund and any applicable law, rule or regulation, except that no such recommendation shall be implemented if its cost would exceed 10% of the amount provided to the Fund annually pursuant to Section 2(d) of this Article.

(c) Upon the recommendation of an improved performance evaluation system by unanimous vote of the Committee, that performance evaluation system shall be accepted by the State and used as the basis for the implementation of the Performance Advance Program established in Article 7, Section 7.8 of this Agreement. The cost of implementation of the performance evaluation system and the cost of payment of performance advances pursuant to Section 7.8 shall not be charged to the Professional Development and Quality of Working Life Fund.

## **ARTICLE 15**

### **Working Conditions - Safety**

15.1 A joint State-PEF Safety Study Committee shall be established to identify and review safety-related issues affecting employees and to recommend plans for the correction of such matters. Specific subjects to be studied by this committee may include, but are not limited to, the following:

- (a) Fire alarm systems
- (b) Emergency evacuation of employees from work areas
- (c) Availability and adequacy of first aid kits
- (d) Provision of special safety equipment and clothing
- (e) Control of dust in laboratories
- (f) Transportation of sick or injured employees

15.2 All matters relating to safety, including but not limited to those listed above, shall be considered appropriate matters for discussion and re-

commended resolution by local and department level labor-management committees. A labor-management committee or the State-PEF Safety Study Committee considering a safety issue may refer the matter in whole or in part to a labor-management committee at any level or the State-PEF Safety Study Committee for assistance in resolving the matter and for advice on implementing recommendations.

## **ARTICLE 16**

### **Credit Union Space**

The State agrees to grant to credit unions of State employees occupying space in office buildings of the State on April 1, 1973 the use of their existing space without rental or other charge during the continuance of their services as such credit union and during the State's occupancy of the building, subject to their compliance with all appropriate rules and requirements of the building operation and maintenance. In consideration of said continuance of existing occupancy by credit unions, PEF expressly agrees that no claim by any credit union or other organization of State employees for any additional space under the jurisdiction or control of the State, except relocations of such credit unions to equivalent space in other State-owned buildings, shall hereafter constitute a term or condition of employment under any agreement between PEF and the State pursuant to article 14 of the Civil Service Law.

## **ARTICLE 17**

### **Parking**

17.1 The State shall continue to have the right to determine the purposes for which its physical facilities shall be used, including the right to allocate more or less space for parking by employees in this unit.

17.2 The State shall meet and confer with PEF concerning the adequacy or continuation of parking facilities provided by the State for employees in this unit, the need for additional parking facilities, and the method of distributing parking privileges among employees in the unit when the parking made available by the State is not adequate to provide parking privileges for all employees. Such meetings shall be held at the local level or such other level as is mutually deemed by the Director of Employee Relations and the President of PEF to be appropriate.

17.3 The State and PEF shall, upon the demand of either party negotiate concerning the imposition of fees for parking by employees in this unit or the modification of current employee parking fees in any parking facility. Such negotiations shall occur no more frequently than once in regard to any particular parking facility during the term of this Agreement. Should such negotiations fail to result in agreement, the issue(s) shall be submitted to binding arbitration under procedures to be developed by the parties, such procedures to require that the arbitrator select the final offer of either

party, and may not at any time modify the final offers submitted by the parties.

## **ARTICLE 18**

### **Review Of Personal History Folder**

18.1 There shall be only one official personal history file maintained for any employee.

18.2 An employee shall have an opportunity to review his personal history folder in the presence of an appropriate official of the department or agency upon 15 days' notice, and to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse. Where such review is requested in connection with a pending disciplinary action or a pending grievance, every reasonable effort should be made to schedule the review within a time period that will permit adherence to the time requirements of the grievance or discipline procedure. The personal history folder shall contain all memoranda or documents relating to such employee's performance on his job which contain criticism, commendation, appraisal or rating of such employee's performance on his job. Copies of such memoranda or documents shall be sent to such employee simultaneously with their being placed in his personal history folder.

18.3 An employee shall be permitted to be accompanied by a PEF Steward or other PEF representative during the review of his personal history folder pursuant to this Article.

## **ARTICLE 19**

### **Layoff Committee**

A Joint PEF-State Layoff Committee shall be established to meet and discuss areas of concern regarding such matters as:

- a) layoff units;
- b) ways to ease the impact of employee displacement through such methods as long range planning; utilization of attrition; identification of alternate job opportunities; and development of a skills inventory system.

## **ARTICLE 20**

### **Layoffs In Non-Competitive Class**

20.1 Permanent non-competitive class employees in this negotiating unit if laid off will be laid off within title on the basis of seniority, provided, however, that such employees shall not gain greater rights than they would have if they were covered by the provisions of §§ 80 and 81 of the Civil Service Law, and provided, further, however, that this provision does not extend to these employees coverage under Civil Service Law § 75 or Article 33 of the Agreement with PEF.

20.2 Where under current layoff law and procedures permanent employees are to be laid off within a given layoff unit and there are provisional or temporary employees in the same title in another layoff unit not projected for layoff, such provisional or temporary employees will be dis-

placed in order to provide continued employment for those affected permanent employees. The State will manage centrally the placement of the affected permanent employees.

20.3 Permanent non-competitive class employees in this negotiating unit with one year or more of permanent continuous State service who are laid off have such layoff governed by the process presently applicable to competitive class employees for the purpose of reemployment to future vacancies.

## **ARTICLE 21**

### **Protection Of Employees**

21.1 There shall be no loss of present jobs by permanent employees as a result of the State's exercise of its right to contract out for goods and services.

21.2 No permanent employee will suffer reduction in existing salary as a result of reclassification or reallocation of the position he holds by permanent appointment.

## **ARTICLE 22**

### **Labor-Management Meetings**

22.1 The Director of Employee Relations or his designees shall meet with the President of PEF or his designees at mutually agreed upon times to discuss and attempt to resolve matters of mutual concern. At the request of the other party, each



party shall submit a written agenda at least seven days in advance of the meeting.

22.2 Each department or agency head, or his designees, shall meet with PEF representatives periodically to discuss and attempt to resolve matters of mutual concern. Such meetings shall be held at times mutually agreed to, but shall be held no less frequently than biannually. Subjects which may be discussed at such meetings may include questions concerning implementation and administration of this agreement which are department-or agency-wide in nature, and distribution and posting of civil service examination announcements. Written agenda shall be exchanged by the parties no less than seven days before the scheduled date of each meeting. At the time of the meeting additional subjects for discussion may be placed on the agenda by mutual agreement.

22.3 The head of each facility or institution, or his designees, shall meet with PEF representatives periodically to discuss and attempt to resolve matters of mutual concern. Such meetings shall be held at times mutually agreed to, but shall be held no less frequently than biannually. Subjects which may be discussed at such meetings may include questions concerning implementation and administration of this Agreement which are local in nature, questions concerning the scheduling of employee workdays within the established work-week, and distribution and posting of civil service examination announcements. Written agenda shall be exchanged by the parties no less than

seven days before the scheduled date of each meeting. At the time of the meeting additional subjects for discussion may be placed on the agenda by mutual agreement.

22.4 The results of a labor-management meeting held pursuant to this Article shall not contravene any term or provision of this Agreement or exceed the authority of the management at the level at which the meeting occurs. The results of such meetings may, by mutual agreement, be placed in writing in the form of memoranda or correspondence between the parties, but such results shall not be subject to the provisions of Article 34, Grievance and Arbitration.

22.5 The Director of Employee Relations and the President of PEF, or their designees, shall provide assistance to facilitate resolution of matters which are the subject of discussion and/or implementation of agreed to matters in labor-management meetings held under this Article and which remain unresolved.

## **ARTICLE 23**

### **Seniority**

#### **23.1 Definition**

For purposes of this Agreement, seniority shall be defined as the length of an employee's continuous State service, whether part-time or full-time, from the date of original appointment in the classified service on a permanent basis. An employee who has resigned and who has been reinstated or reappointed in the service within one year thereof

ter shall be deemed to have continuous service for purposes of determining seniority. A period of employment on a temporary or provisional basis or in the unclassified service, immediately preceded and followed by permanent service in the classified service shall not constitute an interruption of continuous service for determining seniority nor shall a period of authorized leave without pay or any period during which an employee is suspended from his position pursuant to Section 80 or Section 80-a of the Civil Service Law.

### **23.2 Application**

(a) In the event that more employees request the same vacation time off than can be reasonably spared for operating reasons, vacation time off will be granted to such employees who can reasonably be spared, in order of seniority.

(b) Shift and pass day assignments shall not be made for the purpose of imposing discipline. When the qualifications, training or any other factors which best serve the interests of the service to be rendered (including the subspecialties within the professional, scientific or technical services to be rendered) are equal, seniority will be considered in the assignment of shift, pass days, overtime and voluntary transfers.

## **ARTICLE 24**

### **Institution Teachers-School Calendars**

Labor-management committees will discuss school calendars for institution teachers including their duration and their starting and ending dates.

## **ARTICLE 25**

### **Reimbursement for Property Damage**

The State agrees to provide for the uniform administration of the procedure for reimbursement to employees for personal property damage or destruction as provided for by subdivisions 12 and 12-c of Section 8 of the State Finance Law and to provide for payments of up to \$50.00 out of local funds at the institution level as provided therein. Allowances shall be based upon the reasonable value of the property involved and payment shall be made against a satisfactory release.

## **ARTICLE 26**

### **Distribution of Directives, Bulletins, or Instructions**

A copy of any directive, bulletin or instruction that is issued or published by an institution or facility for the information or compliance of all employees will be supplied to the local PEF designee.

## **ARTICLE 27**

### **Emergency First Aid**

At an institution or facility where appropriate medical staff and facilities are normally available, when a medical emergency resulting from an injury or sudden illness occurs to an employee while

on the premises, the injured or ill employee should be given emergency first aid by any qualified staff member who is on duty and reasonably available from medical duties. The employee will be assisted in arranging transportation as necessary to a general hospital, clinic, doctor or other location for more complete treatment as appropriate.

## **ARTICLE 28**

### **Day Care**

The State and PEF agree that matters related to day care, including appropriate means by which the State may assist in the support of PEF-sponsored day care centers at no cost to the State, shall be appropriate matters for discussion in labor/management meetings held in accordance with the provisions of Article 22 of this Agreement.

## **ARTICLE 29**

### **Eligible List - Stays**

In the event the use of an eligible list is stayed pursuant to court order, upon the removal of such stay such eligible list shall continue in existence for a period not less than 60 days and for such additional period as may be determined by the Department of Civil Service, except that in no event shall such 60 day period extend the life of any eligible list beyond the statutory limit of four years.

## **ARTICLE 30**

### **Alternate Examination Dates**

In the event an employee in this unit is unable to participate in an examination because of the death, within seven days immediately preceding the scheduled date of an examination of his grandparent, parent, spouse, sibling, child or a relative living in the employee's household, such employee shall be given an opportunity to take such examination at a later date, but in no event shall such examination be rescheduled sooner than seven days following the date of death. The Department of Civil Service shall prescribe appropriate procedures for reporting the death and applying for the examination.

## **ARTICLE 31**

### **Verification Of Doctor's Statement**

31.1 When the State requires that an employee who has been absent on sick leave be medically examined by a doctor selected by the appointing authority before such employee is allowed to return to work, the appointing authority shall make reasonable effort to schedule such medical examination by an appropriate medical officer within five working days of the date upon which notice is received that the employee has the approval of his own physician to return to work.

31.2 Local labor-management arrangements may be developed to require the designation of one person in a particular work location or area to

receive, on a confidential basis, medical information provided by an employee in support of the use of sick leave credits and to transmit the authorization for the use of such credits back to the employee's immediate supervisor.

31.3 Medical certification forms shall not require an employee's physician, in describing the cause of the employee's absence, to provide more than a brief diagnosis.

## **ARTICLE 32**

### **Workweek And Workday**

32.1 Except in the case of shift operations the normal workweek of full-time State employees who are not employed on a seasonal or field basis shall consist of five consecutive days with two consecutive days off. Such days shall be Monday through Friday and the working day shall commence between 6:00 a.m. and 10:00 a.m. In the case of full-time employees employed, other than on a seasonal basis, in facilities where shift work is required, the workweek, wherever practicable and consistent with program needs, shall consist of five consecutive working days separated by two consecutive days off.

32.2 Within 90 days of the execution of this Agreement, State departments and agencies shall prepare and furnish to the Governor's Office of Employee Relations and the President of PEF a written statement of workweeks or workdays in such departments which on the date of this Ag-

reement differ from the normal workweek or workday. The workweek and workday established pursuant to this Article shall not be changed without the consent of the employees affected, except in an emergency, without reasonable advance notice and consultation.

32.3 There shall be no rescheduling of days off or tours of duty to avoid the payment of overtime compensation except upon two weeks' notice.

32.4 The lunch period of State employees shall not be extended for the purpose of increasing the working time of such employees.

32.5 Breaks in working hours of more than one hour shall not be scheduled in the basic workday of any employee whose position is allocated to SG-22 or below without the consent of the employee affected.

## **ARTICLE 33**

### **Discipline**

#### **33.1 Applicability**

The disciplinary procedure set forth in this Article shall be in lieu of the procedure specified in Section 75 and 76 of the Civil Service Law and shall apply to all persons currently subject to Section 75 and 76 of the Civil Service Law. In addition, it shall apply to those non-competitive class employees described in Section 75(1)(c) of the Civil Service Law who, since last entry into State service, have completed at least two years of continuous service in the non-competitive class, or who were appointed to a non-competitive class



position as described in Section 75(1) (c) of the Civil Service Law on or after April 1, 1979 and have completed at least one year of continuous service in such position.

### 33.2 Purpose

The purpose of this Article is to provide a prompt, equitable and efficient procedure for the imposition of discipline for just cause. Both parties to this Agreement recognize the importance of counseling and the principle of corrective discipline. Prior to initiating formal disciplinary action pursuant to this Article, the appointing authority, or his designee, is encouraged to resolve matters informally; provided, however, such informal action shall not be construed to be a part of the disciplinary procedure contained in this Article and shall not restrict the right of the appointing authority, or his designee, to consult with or otherwise counsel employees regarding their conduct or to initiate disciplinary action.

### 33.3 Employee Rights

(a) An employee may represent himself or be accompanied for purposes of representation by PEF or an attorney, at meetings or hearings held pursuant to the disciplinary procedure set forth in Section 33.5, and when, as provided in subdivision (b) or (c) below, the employee is required to submit to an interrogation or requested to sign a statement. Unless the employee declines representation, he shall be given a reasonable period of time to obtain a representative. If the employee requests representation and he or PEF fails to provide a representative within a reasonable period of

time, the meetings or hearings under the disciplinary procedure may proceed, an interrogation as provided in subdivision (b) below may proceed, or, the employee may be requested to sign a statement as provided in subdivision (c) below. An arbitrator under this Article shall have the power to find that a delay in providing a representative may have been unreasonable. Where an employee elects to be represented by PEF exclusively, the PEF representative assigned by PEF, if a State employee, shall not suffer any loss of earnings or be required to charge leave credits for absence from work as a result of accompanying an employee for purposes of representation as provided in this subdivision.

(b) An "interrogation" shall be defined to mean the questioning of an employee who, at the time of the questioning, has been determined to be a likely subject for disciplinary action. The routine questioning of an employee by a supervisor or other representative of management to obtain factual information about an occurrence, incident or situation or the requirement that an employee submit an oral or written report describing an occurrence, incident or situation, shall not be considered an interrogation. If during the course of such routine questioning or review of such oral or written report, the questioner or reviewer determines that the employee is a likely subject for disciplinary action, he shall so advise the employee. An employee shall be required to submit to an interrogation by a department or agency (1) if the information sought is for use against such employee in a disciplinary proceeding pursuant to this Arti-

cle, or (2) after a notice of discipline has been served on such employee, only if the employee has been notified, in advance of the interrogation, of his rights to representation as provided in subdivision (a) above. If an employee is improperly subjected to interrogation in violation of the provisions of this subdivision (b), no information obtained solely through such interrogation shall be used against the employee in any disciplinary action. No recording device shall be used nor shall any stenographic record be taken during an interrogation unless the employee is advised in advance that a record is being made. A copy of any formal record shall be supplied to the employee upon request.

(c) No employee who has been served with a notice of discipline pursuant to Section 33.5, or who has been determined to be a likely subject for disciplinary action, shall be requested to sign any statement regarding a matter which is the subject of a disciplinary action under Section 33.5 of this Article unless he is offered the right to have a representative of PEF or an attorney present and, if he or she requests such representation, is afforded a reasonable period of time to obtain a representative. A copy of any statement signed by an employee shall be supplied to him. Any statements signed by an employee without having been so supplied to him may not subsequently be used in a disciplinary proceeding.

(d) In all disciplinary proceedings under Section 33.5, the burden of proof that discipline is for just cause shall rest with the employer. Such bur-

den of proof, even in serious matters which might constitute a crime, shall be preponderance of the evidence on the record and shall in no case be proof beyond a reasonable doubt.

(e) An employee shall not be coerced, intimidated or caused to suffer any reprisals, either directly or indirectly, that may adversely affect his wages or working conditions as the result of the exercise of his rights under this Article.

### 33.4 Suspension or Temporary Reassignment Before Notice of Discipline

(a) Prior to the service of a notice of discipline or the completion of the disciplinary procedure set forth in Section 33.5, an employee may be suspended without pay or temporarily reassigned by the appointing authority, or his designee, in his discretion, only pursuant to paragraphs (1) and (2) of this subdivision.

1. The appointing authority or his designee may, in his discretion, suspend an employee without pay or temporarily reassign him when he determines that there is probable cause that such employee's continued presence on the job represents a potential danger to persons or property or would interfere with operations. A notice of discipline shall be served no later than five calendar days following any such suspension or temporary reassignment.
2. The appointing authority or his designee, in his discretion, may suspend without pay

or temporarily reassign an employee charged with the commission of a crime. Such employee shall notify his appointing authority in writing that there has been a disposition of a criminal charge within seven calendar days thereof. Within 30 calendar days following such suspension or temporary reassignment under this paragraph, or within five calendar days from receipt by the appointing authority of notice of disposition of the charge from the employee, whichever occurs first, a notice of discipline shall be served on such employee or he shall be reinstated with back pay or reassigned to his regular assignment. Nothing in this paragraph shall limit the right of the appointing authority or his designee to take disciplinary action during the pendency of criminal proceedings.

(b) Temporary Reassignment

1. Where the appointing authority has determined that an employee is to be temporarily reassigned pursuant to this Article, the employee shall be notified in writing of the location of such temporary reassignment and the fact that such reassignment may involve the performance of out-of-title work. The employee may elect in writing to refuse such temporary reassignment and be suspended without pay. Such election must be made in writing before the commencement of the temporary

assignment. An election by the employee to be placed on a suspension without pay is final and may not thereafter be withdrawn. Once the employee commences the temporary assignment, no election is permitted.

2. The fact that the State has temporarily reassigned an employee rather than suspending him or her without pay or the election by an employee to be suspended without pay rather than be temporarily reassigned shall not be considered by the disciplinary arbitrator for any purpose.
  3. Temporary reassignments under this section shall not involve a change in the employee's rate of pay.
- (c) 1. Suspensions without pay and temporary reassignments made pursuant to this Section shall be reviewable by a disciplinary arbitrator in accordance with provisions of Section 33.5 to determine whether the appointing authority had probable cause.
2. Where an employee has been suspended without pay or temporarily reassigned he may, in writing, waive the agency or department level meeting at the time of filing a disciplinary grievance. In the event of such waiver, the employee shall file the grievance form within the prescribed time limits for filing a department or agency level grievance directly with the American Arbitration Association in accordance with

Section 33.5. The AAA shall give the case priority assignment and shall forthwith set the matter down for hearing to be held within 14 calendar days of the filing of the demand for arbitration. The time limits may not be extended.

3. In the instance where an employee is suspended without pay or temporarily reassigned, and the hearing will extend beyond one day, the parties may jointly authorize the arbitrator to issue an interim decision and award solely with respect to the issue of whether there was probable cause for the suspension or temporary reassignment.
4. Within five calendar days of any suspension without pay or temporary reassignment pursuant to this section, the Staff Director of PEF shall be sent a notice advising him, in writing, of such suspension without pay or temporary reassignment. Such notice shall be sent by certified mail, return receipt requested.

(d) In the event of a failure to serve a notice of discipline within the time limits established in Section 33.4(a), the employee shall be deemed to have been suspended without pay as of the date of service of the notice of discipline or, in the event of a temporary reassignment, may return to his or her actual assignment until such notice is served. In the event of failure to notify the Staff Director of PEF of the suspension within the time period established in Section 33.4(c)(4), the employee shall

be deemed to have been suspended without pay as of the date the notice is sent to the Staff Director of PEF.

### 33.5 Disciplinary Procedure

(a) Where the appointing authority or his designee seeks to impose discipline, notice of such discipline shall be made in writing and served upon the employee. Discipline shall be imposed only for just cause. Disciplinary penalties may include a written reprimand, a fine not to exceed \$200, suspension without pay, demotion, restitution, dismissal from service, loss of leave credits or other privileges, or such other penalties as may be appropriate. The specific acts for which discipline is being imposed and the penalty or penalties proposed shall be specified in the notice. The notice shall contain a description of the alleged acts and conduct, including reference to dates, times and places. Two copies of the notice shall be served on the employee. Service of the notice of discipline shall be made by personal service or by certified mail, return receipt requested.

(b) The Staff Director of PEF shall be advised by certified mail, return receipt requested, of the name and work location of an employee against whom a notice of discipline has been served.

(c) The notice of discipline served on the employee shall be accompanied by a copy of this Article and a written statement\* that:

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\*In the case of an employee who speaks only Spanish, the written statements required shall also be given in a Spanish translation.



1. the employee has a right to object by filing a disciplinary grievance within 14 calendar days;
2. he/she has the right to have the disciplinary action reviewed pursuant to the provisions of (f) or pursuant to review by an independent arbitrator;
3. the employee is entitled to be accompanied for the purposes of representation by PEF or an attorney at every step of the disciplinary proceeding;
4. if a disciplinary grievance is filed, no penalty can be implemented unless the employee fails to follow the procedural requirements, or until the matter is settled, or until the review procedure specified in subdivision (f) below or the arbitration procedure specified in subdivision (g) below, whichever is appropriate, is completed.

(d) The penalty proposed by the appointing authority may not be implemented until (1) the employee fails to file a disciplinary grievance within 14 calendar days of the service of the notice of discipline, or (2) having filed a grievance, the employee fails to file a timely appeal as provided in subdivisions (f) or (g) below, or (3) the penalty is upheld or a different penalty is determined to be appropriate by the review process provided in subdivision (f) below in the case of a non-arbitrable disciplinary grievance, or (4) the penalty is upheld or a different penalty is determined by the arbitra-

tor to be appropriate, in the case of an arbitrable disciplinary grievance, or (5) the matter is settled.

(e) If not settled or otherwise resolved, the notice of discipline may be the subject of a grievance before the department or agency head, or his designee, and shall be filed either in person or by certified mail, return receipt requested, by the employee or by his representative with the employee's written consent, within 14 calendar days of service of the notice of discipline. The employee shall be entitled to a meeting with the department or agency head, or his designee. The meeting shall include an informal presentation by the department or agency head, or his designee, and by the employee, or his representative, of relevant information concerning the acts or omissions specified in the notice of discipline, a general review of the evidence and defenses that will be presented if the matter proceeds to the next level, and a discussion of the appropriateness of the proposed penalty. The meeting need not involve the identification or presentation of prospective witnesses, the identification or specific description of documents, or other formal disclosure of evidence by either party. The meeting provided for herein may be waived, in writing, on the grievance form, only in accordance with Section 33.4(c)(2). A written response shall be rendered in person, or by certified mail, return receipt requested, no later than seven calendar days after such meeting. If possible, the department or agency head, or his designee, should render the written response at the close of such meeting. When the department

or agency head, or his designee, fails to issue a written response within seven calendar days from such meeting, the grievant has the right to proceed directly to the next appropriate level by filing an appeal in accordance with subdivision (f) or (g) as appropriate.

(f) Non-Arbitrable Disciplinary Grievances

1. If a disciplinary grievance has not been settled or otherwise resolved, it may be appealed for an agency-level review when the notice of discipline being grieved contains a proposed penalty of a written reprimand, a fine not to exceed \$100, a suspension without pay for not more than three days, or a loss of leave credits of not more than three days.

2. Within six (6) months of the execution of this Agreement, each department or agency and the official PEF representatives therein, may meet to develop an agency-level procedure to provide for review of notices of discipline which propose only the penalties specified in paragraph (1) above. Such procedure, if agreed upon, shall include review of the notice of discipline by an agency-level review panel, whose members shall be selected and serve in accordance with the agreement of the agency-level labor/management representatives. The specific procedures developed pursuant to this subdivision shall not be effective until approved by the Director of the Governor's Office of Employee Relations, or his designee, and the President of PEF, or his designee, and upon said approval, shall be effective for a period of one (1) year commencing from the date of said approval. However, specific procedures may be extended for

additional one (1) year periods, if agreed by agency-level labor/management representatives and approved by PEF and the Governor's Office of Employee Relations.

3. The agency-level review panel shall confine its determinations to guilt or innocence of the grievant, and the appropriateness of the proposed penalty. The agency-level review panel shall not have the authority to resolve a claimed failure to follow the procedural provisions of this Article; provided, however, the panel shall have the authority to determine whether the time limits specified in this Article have been complied with.

4. The decision of the agency-level review panel, with respect to guilt or innocence and penalty, if any, shall be final and binding on the parties and not subject to appeal to any other forum. The agency-level review panel shall, upon a finding of guilt, have full authority to uphold the penalty proposed in the notice of discipline or to impose a different one of the penalties possible under this subdivision (i.e., written reprimand, a fine not to exceed \$100, a suspension without pay for not more than three days, or a loss of leave credits of not more than three days).

#### (g) Arbitrable Disciplinary Grievances

1. If a disciplinary grievance is not settled or otherwise resolved, it may be appealed to independent arbitration when the notice of discipline being grieved contains a proposed penalty other than those specified in subdivision (f), or if the department or agency involved has not agreed to a non-arbitrable procedure pursuant to subdivision

(f), or where the employee has been suspended or temporarily reassigned in accordance with provisions of Section 33.4. Such appeal must be filed with the American Arbitration Association by certified mail, return receipt requested, on a disciplinary grievance form, with a copy to the appointing authority, within 14 calendar days of service of the department or agency response. If there is no department or agency response received within ten calendar days after the department or agency meeting, the appeal to arbitration must be filed within 24 calendar days of such meeting.

2. The disciplinary arbitrator shall hold a hearing within 14 calendar days after his selection. A decision shall be rendered within seven calendar days of the close of the hearing or within seven calendar days after receipt of the transcript, if either party elects a transcript as provided in paragraph (8), or within such other period of time as may have been mutually agreed to by the department or agency and the grievant or his representative.

3. Disciplinary arbitrators shall render determinations of guilt or innocence and the appropriateness of proposed penalties, and shall have the authority to resolve a claimed failure to follow the procedural provisions of this Article. Disciplinary arbitrators shall neither add to, subtract from nor modify the provisions of this Agreement.

4. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty, probable cause for suspension, or temporary reassignment, if any,

and a claimed failure to follow the procedural provisions of this Article, shall be final and binding on the parties. If the arbitrator, upon review, finds probable cause for suspension with pay, he or she may consider such suspension in determining the penalty to be imposed. Upon a finding of guilt the disciplinary arbitrator has full authority, if he or she finds the penalty or penalties proposed by the State to be inappropriate, to devise an appropriate penalty including, but not limited to, ordering reinstatement and back pay for all or part of any period of suspension.

5. Where an employee is suspended without pay or temporarily reassigned pursuant to Section 33.4, and it appears that the hearing will extend beyond one day, the parties may jointly authorize the arbitrator to issue an interim decision and award solely with respect to the issue of whether there was probable cause for the suspension without pay or the temporary reassignment.

6. The State and PEF agree that the American Arbitration Association shall administer the panel of disciplinary arbitrators. The State and PEF shall jointly develop a statement of special procedures and instructions to be followed by AAA and by disciplinary arbitrators. Pending the development of this statement, the instructions to the arbitrators, dated March 15, 1978, as amended, shall be considered to be in effect in this unit. The composition of the panel of arbitrators may be changed by mutual agreement of the State and PEF in December of each year. In those cases involving an

allegation of patient, client, resident or similar abuse, the AAA must appoint the disciplinary arbitrator from a Select Panel of Arbitrators jointly agreed to by the State and PEF. Disciplinary arbitrators on the Select Panel shall receive special training regarding patient abuse and the disciplinary process. The special training shall be jointly sponsored by the State and PEF and provided through the AAA.

7. All fees and expenses of the arbitrator, if any, shall be divided equally between the appointing authority and PEF or the employee if not represented by PEF. Each party shall bear the costs of preparing and presenting its own case. The estimated arbitrator's fees and estimated expenses may be collected in advance of the hearing. When such request for payment is made and not satisfied as required, the grievance shall be deemed withdrawn.

8. Either party wishing a transcript at a disciplinary arbitration hearing may provide for one at its own expense and shall provide a copy to the arbitrator and the other party without cost.

(h) The agency or department head or his designee has full authority, at any time before or after the notice of discipline is served by an appointing authority or his designee, to review such notice and the proposed penalty and to take such action as he or she deems appropriate under the circumstances in accordance with this Article including, but not limited to determining whether a notice should be issued, amendment of the notice

no later than the issuance of the agency response, withdrawal of the notice or a reduction of the proposed penalty.

(i) An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one year prior to the notice of discipline. The employee's entire record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

### 33.6 Settlements

A disciplinary matter may be settled at any time following the service of the notice of discipline. The terms of the settlement shall be agreed to in writing. Before executing such settlement, an employee shall be advised of his right to have a PEF representative or an attorney present and, if such representation is requested, shall be afforded a reasonable period of time to obtain representation. A settlement entered into by an employee, his PEF representative or his attorney, shall be final and binding on all parties. Within five calendar days of any settlement, the Staff Director shall be sent a notice advising him, in writing, of the settlement. Such notice shall be sent by certified mail, return receipt requested.

### 33.7 Definitions

(a) As used in this section, "days" shall mean calendar days unless otherwise specified.

(b) "Service" shall be complete upon personal delivery or, if it is made by certified mail, return receipt requested, it shall be complete upon the date the employee or any other person accepting



delivery has signed the return receipt or when the letter is returned to the appointing authority undelivered.

(c) "Filing" shall be complete upon actual receipt.

### 33.8 Timeliness

In the event of a question of timeliness of any disciplinary grievance, response, or appeal to the agency-level review panel or arbitration, the date of delivery appearing on the return receipt shall be determinative.

### 33.9 Time Limits

Except as provided in Section 33.4(c)(2), time limits contained in this Article may be waived by mutual agreement of the parties. Any such agreement must be in writing.

33.10 Changes in shift, pass day, job assignment, or transfer or reassignment to another facility, work location or job station may not be made for the sole purpose of imposing discipline unless imposed pursuant to the provisions of Section 33.5, provided, however, that temporary reassignments may be made pursuant to Section 33.4.

## **ARTICLE 34**

### **Grievance and Arbitration Procedure**

#### 34.1 Definition of Grievance

(a) A contract grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. Other disputes which do not involve the interpre-

tation, application, or claimed violation of a specific term or provision of this Agreement including matters as to which other means of resolution are provided or foreclosed by this Agreement, or by statute or administrative procedures applicable to the State, shall not be considered contract grievances. A contract grievance does not include matters involving the interpretation, application or claimed violation of an agreement reached pursuant to any previously authorized departmental negotiations.

(b) Any other dispute or grievance concerning a term or condition of employment which may arise between the parties or which may arise out of an action within the scope of authority of a department or agency head and which is not covered by this Agreement shall be processed up to and including Step 3 of the grievance procedure, except those issues for which there is a review procedure established by law or by or pursuant to rules or regulations filed with the Secretary of State.

#### 34.2 Requirements for Filing Contract Grievances

(a) A contract grievance shall be submitted, in writing, on forms to be provided by the State.

(b) Each contract grievance shall identify the specific provision of the agreement alleged to have been violated and shall contain a short plain statement of the grievance, the facts surrounding it, and the remedy sought.

#### • 34.3 Representation

(a) PEF shall have the exclusive right to represent any employee, upon his request, at any Step of

the grievance procedure, provided, however, an individual employee may represent himself in processing his grievance at Steps 1 through 2.

(b) Upon agreement of the State and PEF, PEF shall have the right to initiate at Step 2 a grievance involving employees at more than one facility of a department or agency. PEF shall also have the right, upon agreement with the State, to initiate at Step 3 a grievance involving employees at more than one department or agency. The State shall initiate contract grievances against PEF at Step 4.

#### 34.4 Grievance Steps

Prior to initiating a formal written grievance pursuant to this Article, an employee or PEF is encouraged to resolve disputes subject to this Article informally with the appropriate immediate supervisor.

(a) Step One: The employee or PEF shall present the grievance to the facility or institution head or his designated representative not later than 30 calendar days after the date on which the act or omission giving rise to the grievance occurred. The facility or institution head or designated representative shall meet with the employee or PEF and shall issue a short plain written statement of reasons for his decision to the employee or PEF not later than 20 working days following the receipt of the grievance.

(b) Step Two: An appeal from an unsatisfactory decision at Step 1 shall be filed by the employee or PEF, on forms to be provided by the State, with the agency or department head or his designee within

10 working days of the receipt of the Step 1 decision. Such appeal shall be in writing and shall include a copy of the grievance filed at Step 1, a copy of the Step 1 decision and a short plain written statement of the reasons for disagreement with the Step 1 decision. The agency or department head or his designee shall meet with the employee or PEF for a review of the grievance and shall issue a short, plain written statement of reasons for his decision to the employee or PEF, as appropriate no later than 20 working days following receipt of the Step 1 appeal.

(c) Step Three: An appeal from an unsatisfactory decision at Step 2 shall be filed by PEF through its President or his designee, on forms to be provided by the State with the Director of the Governor's Office of Employee Relations, or his designee, within 15 working days of the receipt of the Step 2 decision. Such appeal shall be in writing, and shall include a copy of the grievance filed at Step 1, and a copy of all prior decisions and appeals, and a short, plain written statement of the reasons for disagreement with the Step 2 decision. The Director of the Governor's Office of Employee Relations, or his designee, shall issue a short, plain written statement of reasons for his decision within 15 working days after receipt of the appeal. A copy of said written decision shall be forwarded to the President of PEF, or his designee.

(d) Step Four, Arbitration:

(1) Contract grievances which are appealable to arbitration pursuant to the terms of this Article may be appealed to arbitration by PEF by its Presi-

dent, or his designee, by filing a demand for arbitration upon the Director of the Governor's Office of Employee Relations within 15 working days of the receipt of the Step 3 decision.

(2) The demand for arbitration shall identify the grievance, the department or agency involved, the employee or employees involved, and the specific term or provision of the Agreement alleged to have been violated.

(3) Within a reasonable time after the effective date of this Agreement, the Director of the Governor's Office of Employee Relations and the President of PEF, or their designees, shall meet to agree upon a panel of arbitrators selected from lists submitted by the parties. The composition of the panel of arbitrators may be changed by mutual agreement of the State and PEF in December of each year of this Agreement. After receipt of the demand for arbitration, the parties shall meet to select an arbitrator from this panel. The essential method of selection of the arbitrator for a particular case shall be by agreement and, if the parties are unable to agree, the arbitrator shall be assigned from this panel on a rotating basis. Initial assignment for rotation shall be determined by lot.

(4) The arbitrator shall have no power to add to, subtract from or modify the terms or provisions of this Agreement. He shall confine his decision and award solely to the application and/or interpretation of this Agreement. The decision and award of the arbitrator shall be final and binding consistent with the provisions of CPLR Article 75.

(5) The arbitrator shall confine himself to the precise issue or issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he make observations or declarations of opinion which are not essential in reaching the determination.

(6) In the event that the demand for arbitration filed by PEF specifies a different term or provision of the Agreement alleged to have been violated than specified at the submission of the grievance at Step 1, the grievance shall be remanded to Step 3 for processing in accordance with this Article.

(7) All fees and expenses of the arbitrator shall be divided equally between parties. Each party shall bear the cost of preparing and presenting its own case.

(8) Any party requesting a transcript at an arbitration hearing may provide for one at its expense and, in such event, shall provide a copy to the arbitrator and the other party without cost.

(9) (a) The arbitration hearing shall be held within 60 working days after receipt of the demand for arbitration except, on a case-by-case basis, when the Director of the Governor's Office of Employee Relations or his designee notifies the President of PEF or his designee that circumstances preclude such scheduling.

(b) The arbitration decision and award shall be issued within 30 calendar days after the hearing is closed by the arbitrator.

### 34.5 Procedures Applicable to Grievance Steps

(a) Steps 1 and 2 shall be informal and the

grievant and/or PEF shall meet with the appropriate step representative for the purpose of discussing the grievance, and attempting to reach a resolution.

(b) No transcript is required at any Step. However, either party may request that the review at Step 2 only be tape-recorded at its expense and shall provide a copy of such tape-recording to the other party.

(c) Step 3 is intended primarily to be a review of the existing grievance file; provided, however, that additional exhibits and evidence may be submitted in writing.

(d) Any meeting required by this Article may be mutually waived.

(e) All of the time limits contained in this Article may be extended by mutual agreement. Extensions shall be confirmed in writing by the party requesting them. Upon failure of the State, or its representatives, to provide a decision within the time limits provided in this Article, the grievant or PEF may appeal to the next step. Upon failure of the grievant, or his representative, to file an appeal within the time limits provided in this Article, the grievance shall be deemed withdrawn.

(f) A settlement of or an award upon a contract grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than 30 days prior to the date the contract grievance was first presented in accordance with this Article, or the date the contract grievance occurred, whichever is the later date.

(g) A settlement of a contract grievance in Steps 1 through 3 shall constitute precedent in other and future cases only if the Director of the Governor's Office of Employee Relations and the President of PEF agree, in writing, that such settlement shall have such effect.

(h) The State shall supply in writing, with each copy of each step response, the name and address of the person to whom any appeal must be sent, and a statement of the applicable time limits for filing such an appeal.

(i) All contract grievances, appeals, responses and demands for arbitration shall be submitted by certified mail, return receipt requested, or by personal service. All time limits set forth in this Article shall be measured from the date of receipt. Where service is by certified mail, the date of receipt shall be that date appearing on the return receipt, provided, however, that the time limits for the submission of a grievance or the filing of an appeal or demand for arbitration or issuance of a step response shall be determined from the date of personal service or date of mailing by certified mail, return receipt requested.

(j) Working days shall mean Monday through Friday, excluding holidays, unless otherwise specified, and days shall mean calendar days.\*

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\* In the case of a department or agency which normally operates on a seven-day a week basis, reference to 10 working days shall mean 14 calendar days and reference to five working days shall mean seven calendar days, and reference to two working days shall mean four calendar days.



(k) The State and PEF shall prepare, secure introduction and recommend passage by the legislature of such legislation as may be appropriate and necessary to establish a special appropriation fund to be administered by the Department of Audit and Control to provide for prompt payments of settlements reached or arbitration awards issued pursuant to this Article.

(l) The purpose of this Article is to provide a prompt, equitable and efficient procedure to review grievances filed by an employee or PEF. Both the State and PEF recognize the importance of the reasonable use of and resort to the procedure provided by this Article and the timely issuance of decisions to filed grievances among other aspects of the procedure provided by this Article. Representatives of the Governor's Office of Employee Relations and PEF shall meet at mutually agreed upon times to discuss and take the necessary steps to resolve matters of mutual concern in the implementation and administration of this procedure.

(m) A claimed failure to follow the procedural provisions of Article 33, Discipline Procedure, shall be reviewable in accordance with the provisions contained in that Article.

## **ARTICLE 35**

### **Resignation**

35.1 An employee who is advised that he or she is alleged to have been guilty of misconduct or in-

competency and who is therefore requested to resign shall be given a statement written on the resignation form that:

1. He or she has a right to consult a representative of PEF or an attorney or the right to decline such representation before executing the resignation, and a reasonable period of time to obtain such representation, if requested, will be afforded for such purpose,
2. He or she may decline the request to resign and that in lieu thereof, a notice of discipline must be served upon him or her before any disciplinary action or penalty may be imposed pursuant to the procedure provided in Article 33 of the Agreement between the State and PEF,
3. In the event a notice of discipline is served, he or she has the right to object to such notice by filing a grievance,
4. Depending on the particular department or agency and the specific proposed penalty, the disciplinary grievance procedure may terminate either by binding arbitration or by a non-arbitrable agency-level review,
5. He or she would have the right to representation by PEF or an attorney at every step of the procedure, and,

6. He or she has the right to refuse to sign the resignation and his or her refusal in this regard cannot be used against him or her in any subsequent proceeding.

35.2 A resignation which is requested and secured in a manner which fails to comply with this procedure shall be null and void.

### 35.3 Unauthorized Absence

(a) Any employee absent from work without authorization for ten consecutive workdays shall be deemed to have resigned from his position if he has not provided a satisfactory explanation for such absence on or before the eleventh workday following the commencement of such unauthorized absence.

(b) Within 20 calendar days commencing from the 10th consecutive day of absence from work without authorization, an employee may submit an explanation concerning his or her absence, to the appointing authority. The burden of proof shall be upon the employee to establish that it was not possible for him or her to report to work or notify the appointing authority, or his designee, of the reason for his or her absence. The appointing authority shall issue a short response, within 5 calendar days after receipt of such explanation. If the employee is not satisfied with the response, PEF, upon the employee's request, may appeal the appointing authority's response to the Governor's Office of Employee Relations, within 5 calendar days after receipt of the appointing authority's re-

sponse. The Director of Employee Relations, or his designee, shall issue a written response within 5 calendar days after receiving such appeal. The procedure contained in this Subsection shall not be arbitrable.

## **ARTICLE 36**

### **Standby On-Call Rosters**

36.1 Nurses who are required to be available for immediate recall and who must be prepared to return to duty within a limited period of time shall be listed on standby on-call assignment rosters. Recall assignments from such rosters shall be equitably rotated, insofar as it is possible to do so, among those nurses qualified and normally required to perform the duties. The establishment of such rosters at a facility shall be subject to the approval of the department or agency involved and the Director of the Budget. The term "nurse" as used in this Article shall mean members of the nursing staff assigned to operating rooms and dialysis units and nurse anesthetists.

36.2 The State shall provide an amount equal to 12½ percent of the daily rate of compensation payable to a nurse which will be paid to a nurse who is eligible to earn overtime for each eight hours or part thereof that such nurse is actually scheduled to remain and remains available for recall pursuant to such roster, provided, however, in the event the nurse is actually recalled to work, the nurse will receive appropriate overtime or recall compensation as provided by law instead of said

12½ percent of his daily salary. Standby on-call payments pursuant to this Article shall be paid quarterly. Administration of such payments shall be in accordance with rules established by the Director of the Budget. The daily rate of compensation payable shall be at the rate of 1/10 of the biweekly rate of compensation and will include the geographic, location, inconvenience and shift pay as may be appropriate to the place or hours normally worked.

## **ARTICLE 37**

### **No Discrimination**

37.1 PEF agrees to continue to admit all employees to membership and to represent all employees without regard to race, creed, color, national origin, age, sex or handicap.

37.2 The State agrees to continue its established policy against all forms of illegal discrimination with regard to race, creed, color, national origin, sex, age or handicap, or the proper exercise by an employee of the rights guaranteed by the Public Employees' Fair Employment Act.

## **ARTICLE 38**

### **Indemnification**

38.1 Pursuant to Section 24 of the Correction Law and Section 81.08 of the Mental Hygiene Law, no civil action shall be brought in any court of the State, except by the Attorney General on behalf of

the State, against any officer or employee of the Office of Alcoholism and Substance Abuse who is charged with the duties of securing the custody of a drug dependent person or a person in need of care and treatment for alcoholism, or against any officer or employee of the Department of Correctional Services, in his personal capacity for damages arising out of any act done or the failure to perform any act within the scope of employment and in the discharge of duties by any such officer or employee. Any claim for damages arising out of any act done or the failure to perform any acts within the scope of the employment and in the discharge of the duties of such officer or employee shall be brought and maintained in the Court of Claims as a claim against the State.

38.2 The Employer shall continue existing policies as established by Section 81.08 of the Mental Hygiene Law, relating to claims filed in a court of the United States for civil damages under the Federal Civil Rights Act against an employee in the Office of Alcoholism and Substance Abuse.

38.3 The Employer acknowledges its obligation to provide for the defense of its employees, and to save harmless and indemnify such employees from financial loss as hereinafter provided, to the broadest extent possible consistent with the provisions of Section 17 of the Public Officers Law in effect upon the date of the execution of this Agreement.

38.4 The Employer agrees to provide for the defense of the employee as set forth in subdivision

two of Section 17 of the Public Officers Law in any civil action or proceeding in any State or Federal court arising out of any alleged act or omission which occurred or is alleged in the complaint to have occurred while the employee was acting within the scope of his public employment or duties, or which is brought to enforce a provision of section nineteen hundred eighty-one or nineteen hundred eighty-three of title forty-two of the United States Code. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or on behalf of the State, provided further, that the duty to defend or indemnify and save harmless shall be conditioned upon (i) delivery to the Attorney General or an assistant attorney general at an office of the Department of Law in the State by the employee of the original or a copy of any summons, complaint, process, notice, demand or pleading within five days after he is served with such document, and (ii) the full cooperation of the employee in the defense of such action or proceeding and in defense of any action or proceeding against the State based upon the same act or omission, and in the prosecution of any appeal. Such delivery shall be deemed a request by the employee that the State provide for his defense pursuant to this section.

38.5 The Employer agrees to indemnify and save harmless its employees as set forth in subdivision three of Section 17 of the Public Officers Law in the amount of any judgment obtained against such employees in any State or Federal court, or in

the amount of any settlement of a claim, provided that the act or omission from which such judgment or settlement arose, occurred while the employee was acting within the scope of his public employment or duties; the duty to indemnify and save harmless prescribed by this section shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the employee, provided further, that nothing contained herein shall authorize the State to indemnify or save harmless an employee with respect to punitive or exemplary damages, fines or penalties, or money recovered from an employee pursuant to Article seven-a of the State Finance Law.

38.6 The employee shall inform his supervisor when he informs the Attorney General of the services he has received under paragraphs 38.3, 38.4 or 38.5 above. In addition, paragraphs 38.3, 38.4 and 38.5 of this Article shall not apply to an employee of the Department of Correctional Services or the Office of Alcoholism and Substance Abuse to the extent he is covered by paragraphs 38.1 and/or 38.2 of this Article.

## **ARTICLE 39**

### **Employee Benefit Fund**

39.1 The State and PEF agree that they shall hereinafter enter into a contract to provide for the implementation of an employee benefit fund, in accordance with such terms as shall be jointly agreed upon by the parties and subject to the ap-



proval of the Comptroller, to be established by PEF to provide certain health and welfare benefits for full-time employees with funding to be provided by the State as follows:

(a) With respect to the period April 1, 1979, through March 31, 1980, an amount of five hundred sixty-two thousand five hundred dollars, (\$562,500) payable on a quarterly basis, commencing on the quarter beginning April 1, 1979 and for each quarter of such period, the State will deposit in such fund the amount of one hundred forty thousand six hundred twenty-five dollars (\$140,625) on the first payroll of each such quarter. For this period only, the amount of five hundred sixty-two thousand five hundred dollars (\$562,500) shall be deposited by the State in the last quarter of such period.

(b) With respect to the period April 1, 1980 through March 31, 1981, an amount of nine hundred thousand dollars (\$900,000) payable on a quarterly basis, commencing on the quarter beginning April 1, 1980 and for each quarter of such period, the State will deposit in such fund the amount of two hundred twenty-five thousand dollars (\$225,000) on the first payroll of each quarter.

(c) 1. With respect to the period April 1, 1981 through March 31, 1982, based upon the annual rate of three hundred (\$300) dollars per full-time employee, payable on a quarterly basis commencing on the quarter beginning April 1, 1981 and for each quarter of such period, the State will deposit

in such fund the amount of seventy-five dollars (\$75) per full-time employee appearing on the first payroll of each such quarter. Payments for the first three quarters shall be offset by the cost to the State of providing prescription drug insurance to employees in the unit for the period April 1, 1981 through December 31, 1981.

2. Effective April 1, 1981, the State will discontinue insurance coverage for dental care for all active full-time employees represented by this bargaining unit and their dependents.

3. Effective January 1, 1982, the State will discontinue insurance coverage for prescription drugs for all active full-time employees represented by this bargaining unit and their dependents.

39.2 The State and PEF shall examine the feasibility of a PEF drug prescription program within the State health insurance program to be administered through the PEF employee benefit fund.

39.3 For purposes of this Article, "full-time employee" shall not include hourly, per diem, or part-time employees, or employees otherwise paid on other than an annual salary basis, seasonal employees, or employees in temporary positions of less than six months duration or holding appointments otherwise expected to last less than six months.

39.4 For the purposes of determining the amounts to be paid in accordance with Sections 39.1 (a), (b) and (c) above, the number of full-time

employees shall be determined to be the number of full-time employees appearing on the payroll on the payroll date closest to 21 days before the date on which the payment is due.

## **ARTICLE 40**

### **Overtime Meal Allowances**

40.1 Overtime meal allowances shall be paid, subject to rules and regulations of the Comptroller, to employees ineligible to receive overtime compensation when it is necessary and in the best interest of the State for such employees to work at least three hours overtime on a regular working day or at least six hours overtime on other than a regular working day.

40.2 The overtime meal allowance for employees in this unit shall be increased to \$3.50.

## **ARTICLE 41**

### **Benefits Guaranteed**

With respect to matters not covered by this Agreement, the State will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for employees without prior notice to PEF; and, when appropriate, without negotiations with PEF; provided, however, that this Agreement shall be construed consistently with the free exercise of rights reserved to the State by the Management Rights Article of this Agreement.

## **ARTICLE 42**

### **Printing of Agreement**

The State shall cause this Agreement to be printed and shall furnish PEF with a sufficient number of copies for its use and distribution to current employees. The State agrees to provide each employee initially appointed on or after the date of this Agreement a copy thereof as soon as practicable following his first day of work. The cost of printing this Agreement shall be shared equally by the State and PEF.

## **ARTICLE 43**

### **Conclusion of Collective Negotiations**

This Agreement is the entire agreement between the State and PEF, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

## ARTICLE 44

### Severability

In the event that any Article, Section or portion of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction or shall have the effect of loss to the State of funds made available through Federal law, then such specific Article, Section or portion specified in such decision or having such effect shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a decision or the issuance of a ruling having such effect of loss of Federal funds, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such Article, Section or portion of this Agreement involved. The parties agree to use their best efforts to contest any such loss of Federal funds which may be threatened. In the event that the Legislature fails to implement Sections 7.1 through 7.10, any or all Articles may be reopened at the option of PEF or the State, and renegotiated. In the event that any other Article, Section or portion of this Agreement fails to be implemented by the Legislature, then in that event, such Article, Section or portion may be reopened by PEF or the State and renegotiated. During the course of any reopened negotiations any provision of this Agreement not affected by such reopener shall remain in full force and effect.

## **ARTICLE 45**

### **APPROVAL OF THE LEGISLATURE**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## **ARTICLE 46**

### **Duration of Agreement**

The term of this Agreement shall be from April 1, 1979 through March 31, 1982.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on December 7, 1979.

**THE EXECUTIVE BRANCH  
OF THE STATE OF NEW YORK:**

Meyer S. Frucher  
Director, Governor's Office  
of Employee Relations

James B. Northrop  
Executive Deputy Director

James D. Brown  
Assistant Director

Joseph M. Bress  
General Counsel

#### NEGOTIATING TEAM:

Marjorie Brague  
John Connery  
Leo Dolan  
Margaret Doolin

Joseph Kearney  
Richard Martin  
Benjamin McFerran  
Philip Sperry

#### THE PUBLIC EMPLOYEES FEDERATION, AFL-CIO:

John J. Kraemer  
President

Jeffrey Turner  
Staff Negotiator

Constance Cabell  
Secretary-Treasurer

Morris L. Lasky  
Consultant

Arnold W. Proskin  
General Counsel