

# 1985 - 1988

**THE STATE  
OF  
NEW YORK**



**THE PUBLIC  
EMPLOYEES  
FEDERATION  
AFL-CIO**



**Professional, Scientific  
and Technical Services Unit  
Agreement**

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").

## **Bill of Rights**

To insure that individual rights of employees in the PS&T Unit are maintained, the following shall represent the employees' Bill of Rights.

1. In all disciplinary hearing proceedings under Article 33, the burden of proof that discipline is for just cause shall rest with the employer.

2. An employee shall be entitled to a union representative or an attorney at each step of a disciplinary proceeding instituted pursuant to Article 33 of this Agreement.

3. An employee shall be entitled to a union representative or an attorney at an interrogation if it is determined by the questioner or reviewer at that time that such employee is a likely subject for disciplinary action, pursuant to Article 33 of the Agreement.

4. No recording device shall be used nor shall any stenographic record be taken during an interrogation unless the employee is so advised in advance.

5. Except as provided in section 7 below, no statement(s) or admission(s) made by an employee during an interrogation held without that employee having the opportunity of a union representative or an attorney, will

be subsequently used in a disciplinary proceeding against such employee.

6. No employee against whom disciplinary action has been initiated shall be requested to sign any statement or admission of guilt, to be used in a disciplinary proceeding under Article 33 without the opportunity to have a union representative or an attorney.

7. An employee shall be entitled to a union representative at each step of the grievance procedure pursuant to Article 34 of this Agreement.

8. An employee shall not be coerced or suffer any reprisal either directly or indirectly that may adversely affect that individual's hours, wages or working conditions as the result of the exercise of the rights provided by Article 33 of this Agreement.

9. Disagreements arising as to the interpretation or application of this Bill of Rights shall not be specifically addressed under this Bill of Rights but must be grieved under the appropriate Article contained in the Agreement.

## **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 uninterrupted 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-merchandised automobile and homeowners' and other 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 collec-

tive 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 415 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 per-

sons 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 below:

#### **7.1 1985-86 Salary Increase**

Effective on the first day of the sixth payroll period of 1985 (June 6, 1985\* for the Institutional Payroll and June 13, 1985 for the Administrative Payroll) the basic annual salary of employees in full-time employment status on March 31, 1985 shall be increased by five percent.

## 7.2 1985-86 Salary Schedule

Effective on the first day of the sixth payroll period of 1985 (June 6, 1985 for the Institutional Payroll and June 13, 1985 for the Administrative Payroll) a new salary schedule shall be established which shall consist of a hiring rate and a job rate for grades 1 through 37 and a hiring rate for grade 38. The hiring rates shall be the hiring rates of the 1984-85 salary schedule with no change. The job rates shall be the job rates of the 1984-85 salary schedule increased by five percent.

## 7.3 1986-87 Salary Increase

Effective April 1, 1986\* the basic annual salary of employees in full-time employment status on March 31, 1986 shall be increased by five percent.

## 7.4 1986-87 Salary Schedule

Effective April 1, 1986\* a new salary schedule shall be established which shall consist of a hiring rate and a job rate for grades 1 through 37 and a hiring rate for grade 38. The hiring rates shall be the hiring rates of the 1985-86 salary schedule increased by five percent. The job rates for grades 1 through 4 shall be the job rates for those grades from the 1985-86 salary schedule, each increased by five percent plus one hundred dollars. The job rates for grades 5 through 10 shall be the job rates for those grades from the 1985-86 salary schedule, each increased by five percent plus one hundred fifty dollars. The job rates for grades 11 through 17 shall be the job rates for those grades from the 1985-86 salary schedule, each in-

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\* Such increases as specified in this Article 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.

creased by five percent plus two hundred dollars. The job rates for grades 18 through 37 shall be the job rates for those grades from the 1985-86 salary schedule, each increased by five percent.

#### 7.5 1987-88 Salary Increase

Effective April 1, 1987\* the basic annual salary of employees in full-time employment status on March 31, 1987 shall be increased by five percent.

#### 7.6 1987-88 Salary Schedule

Effective April 1, 1987\* a new salary schedule shall be established which shall consist of a hiring rate and a job rate for grades 1 through 37 and a hiring rate for grade 38. The hiring rates shall be the hiring rates of the 1986-87 salary schedule increased by five percent. The job rates for grades 1 through 4 shall be the job rates for those grades from the 1986-87 salary schedule, each increased by five percent plus one hundred dollars. The job rates for grades 5 through 10 shall be the job rates for those grades from the 1986-87 salary schedule, each increased by five percent plus one hundred fifty dollars. The job rates for grades 11 through 17 shall be the job rates for those grades from the 1986-87 salary schedule, each increased by five percent plus two hundred dollars. The job rates for grades 18 through 37 shall be the job rates for those grades from the 1986-87 salary schedule, each increased by five percent.

#### 7.7 Promotions

(a) Employees promoted or otherwise advanced to a higher salary grade 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.

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

(b) Reallocations and Reclassifications

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

7.8 Applicability to Hourly, Part-time and Per Diem Employees

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.

7.9 Performance Advances

Salary adjustments between the hiring rates and job rates of the salary grades shall be paid in each year of this Agreement to eligible employees in accordance with the eligibility standards, timetables, procedures and other provisions of the PS&T Unit Performance Evaluation System. All performance advances payable on and after April 1, 1985, shall be an amount equal to one-fourth of the dollar value of the difference between the hiring rate and the job rate of the salary grade to which the employee's position is allocated or equated. An employee's salary may not exceed the job rate as a result of a performance advance.

7.10 Performance Awards

a. 1985-86

(1) Each employee who as of March 31, 1986, has completed five years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary rate equal to or higher than the job rate of the employee's salary grade, and whose summary performance evaluation received during calendar year 1985 was higher than "Below Minimum" or the equivalent, shall receive a five year Performance Award.

(2) Each employee who as of March 31, 1986, has completed ten years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary rate equal to or higher than the job rate of the employee's salary grade, and whose summary performance evaluation received during calendar year 1985 was higher than "Below Minimum" or the equivalent, shall receive both a five year Performance Award and a ten year Performance Award.

b. 1986-87

(1) Each employee who as of March 31, 1987, has completed five years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary rate equal to or higher than the job rate of the employee's salary grade, and whose summary performance evaluation received during calendar year 1986 was higher than "Below Minimum" or the equivalent, shall receive a five year Performance Award.

(2) Each employee who as of March 31, 1987, has completed ten years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary rate equal to or higher than the job rate of the employee's salary grade, and whose summary performance evaluation received during calendar year 1986 was higher than "Below Minimum" or the equivalent,

shall receive both a five year Performance Award and a ten year Performance Award.

c. 1987-88

(1) Each employee who as of March 31, 1988, has completed five years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary rate equal to or higher than the job rate of the employee's salary grade, and whose summary performance evaluation received during calendar year 1987 was higher than "Below Minimum" or the equivalent, shall receive a five year Performance Award.

(2) Each employee who as of March 31, 1988, has completed ten years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary rate equal to or higher than the job rate of the employee's salary grade, and whose summary performance evaluation received during calendar year 1987 was higher than "Below Minimum" or the equivalent, shall receive both a five year Performance Award and a ten year Performance Award.

d. 1985-86 Performance Awards shall be lump-sum, non-recurring payments in the amount of \$1,000 each for employees in full-time status as of March 31, 1986, or a pro-rata share of that amount for employees in part-time employment status on March 31, 1986, and shall be paid in April, 1986. 1986-87 and 1987-88 Performance Awards shall be lump-sum non-recurring payments in the amount of \$1,250 each for employees in full-time status as of March 31, 1987 and March 31, 1988, or a pro-rata share of that amount for employees in part-time status on those dates, and shall be paid in April, 1987 and April, 1988 respectively.

e. Employees otherwise eligible to receive payment of

Performance Awards who, on the March 31st eligibility date, are on authorized leave of absence without pay (preferred list, military leave, workers' compensation leave, or approved leave of absence) shall, if they return to active payroll status within one year of the March 31 eligibility date, be eligible for such payment in full if in full-time status immediately prior to such leave or shall be eligible for a pro-rata share of such payment if in part-time employment status immediately prior to such leave.

f. Employees who on March 31, 1986 and/or March 31, 1987 are at the job rate of their grades, and who temporarily drop below the job rate as a result of the April 1, 1986 and/or April 1, 1987 flat dollar increases to the job rates in grades 1-17, and who return to the job rate as a result of a performance advance on the first date after April 1, 1986 and/or April 1, 1987 on which such employee is eligible to receive payment of a performance advance, shall, solely for the purpose of determining eligibility for performance awards pursuant to Sections 7.10(b) and 7.10(c), have such service between March 31, 1986 and/or March 31, 1987 and the effective date of the performance advance payable in that year considered to be continuous service at the job rate.

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

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

b. Effective April 1, 1985\* the present \$200 location pay will be discontinued, except that those employees in Monroe County receiving \$200 location pay on March 31, 1985, will continue to receive it throughout the Agreement only as long as they are otherwise eligible. Effec-

tive April 1, 1985\* employees in New York City, Nassau, Rockland, Suffolk and Westchester Counties eligible to receive location pay if it had continued will receive a downstate adjustment at the rate of \$200 per year.

c. Effective April 1, 1986\* the downstate adjustment will be increased to \$400 per year.

d. Effective April 1, 1987\* the downstate adjustment will be increased to \$600 per year.

#### 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 the employee's option additional compensation for time worked on such days or compensatory time off. Such additional compensation, except as noted in 7.12(c) below, for each such full day worked will be at the rate of 1/10 of the employee's 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, inconvenience, shift pay and the downstate adjustment 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 the employee 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, 1985 of the employee's intention to do so with the understanding that such notice constitutes a waiver for the term of this Agreement of the employee's right to receive additional compensation for holidays worked; provided, however, that an employee shall have the opportunity to revoke such waiver or file a waiver, if the employee 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 the employee's revocation or waiver, in which event such revocation or waiver shall remain in effect for the remainder of the term of this Agreement.

(c) Any employee who is entitled to time off with pay on days observed as the Thanksgiving Day or Christmas Day holidays by the State as an employer, will receive at the employee's 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 3/20 of the employee's 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, inconvenience, shift pay and the downstate adjustment 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 or she has been scheduled or directed to work.

#### 7.13 Lag Payroll

The "lag payroll" instituted in the 1982-85 Agreement shall remain in effect. When employees leave State service, their final salary check shall be issued at the end of the payroll period next following the payroll period in which their service is discontinued. This final salary check shall be paid at the employee's then current salary rate.

#### 7.14 Implementation of Classification Studies

(a) The State and PEF shall meet and confer concerning the recommendations of the classification study conducted in accordance with the provisions of Article 16, Section 16.1 of the 1982-85 Agreement.

(b) The State shall determine which, if any, of that study's recommendations in the following areas are feasible and appropriate, and shall develop a plan for the implementation of those recommendations determined by the State to be feasible and appropriate:

1. Pay equity, including sex-based wage disparity;
2. Shift differentials;
3. differentials related to hazardous assignments or other atypical working conditions;
4. regional pay differentials.

(c) The State shall consult with PEF in the development of the implementation plan provided for in Section (b) above. Such consultation shall include consultation on the question of whether or not the recommendations of the 1982-85 classification study provide an adequate basis for development of an implementation plan. If the parties agree that further study of the issues listed in Section (b) above is required, the State shall provide for such further study.

(d) The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation equivalent to 1 percent of the PS&T unit annual payroll as of the last payroll period in March, 1986 for the second year of this Agreement and as of the last payroll period in March, 1987 for the third year of this Agreement for the purposes provided for in the implementation plan developed pursuant to Section (b) above.

## **ARTICLE 8**

### **Travel and Relocation Expenses**

#### **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 either of the following schedules and the rates set out therein at their option:

(a) Unreceipted Expenses-Effective April 1, 1985:

1. 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.

2. 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.

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

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

(b) Receipted Expenses-Effective April 1, 1985:

1. In the city of New York, receipted lodging expenses shall be reimbursed to a maximum of \$75.00 plus a \$25.00 meal allowance.

2. In the counties of Rockland, Westchester, Nassau and Suffolk, receipted lodging expenses shall be reimbursed to a maximum of \$75.00 plus a \$25.00 meal allowance.

3. In the cities of Albany, Binghamton, Buffalo, Rochester and Syracuse, receipted lodging expenses shall be reimbursed to a maximum of \$45.00 plus a \$15.00 meal allowance.

4. In places elsewhere within the State of New York, receipted lodging expenses shall be reimbursed to a maximum of \$45.00 plus a \$15.00 meal allowance.

5. In places outside of New York State, receipted lodging expenses shall be reimbursed to a maximum of \$75.00 plus a \$25.00 meal allowance.

6. In recognition of the fact that meals and lodging which are fully accessible to employees with disabilities may not be reasonably available within the specified rates, reimbursement for reasonable and necessary expenses will be allowed as specified by the Comptroller.

(c) 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, 1985 the State agrees to provide, subject to rules and regulations of the Comptroller, a maximum mileage allowance rate of 23 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 during the term of this Agreement upon the demand of the State or PEF, each party to be limited to one demand to reopen negotiations during the term of this Agreement. 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 must select the final offer of either party, and may not at any time modify the final offers submitted by the parties.

(c) A joint State/PEF committee shall be established to study the feasibility of providing an alternate means of reimbursement for those employees who have high mileage usage of their personal vehicles in connection with official travel. If the parties reach agreement as to such reimbursement method it will be made available during the course of this agreement for employees determined to be eligible for such an allowance.

### 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 location.

### 8.4 Extended Travel

The State agrees to provide \$20.00 additional travel expense reimbursement for each weekend to employees who are in overnight travel status provided they are in such status at the direction of their agency and are at least 300 miles from their home and their official station.

### 8.5 Relocation Expenses

During the term of this Agreement, employees in this unit who qualify for reimbursement for travel and moving expenses upon transfer, reassignment or promotion, (under Section 202 of the State Finance Law and the regu-

lations thereunder,) or for reimbursement for travel and moving expenses upon initial appointment to State service, (under Section 204 of the State Finance Law and the regulations thereunder,) shall be entitled to payment at the rates provided in the rules of the Director of the Budget. (9 New York Code Rules and Regulations, part 155)

## **ARTICLE 9**

### **Health 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, 1985, with the State's health insurance carriers unless specifically modified by this Agreement.

(b) The State will continue coverage for birthing centers, home health care benefits, hospice and skilled nursing facility care as specified in the Memorandum of Understanding dated November 18, 1982.

9.2(a) The State shall establish a new comprehensive statewide health insurance plan, the Empire Plan, which will replace the current Statewide Plan and GHI Option, effective on or before April 1, 1986. The Statewide Plan and GHI Option will cease to be available upon implementation of the new Empire Plan.

(b) The Empire Plan shall include hospital coverage to the same extent as defined by the Statewide Plan hospital contract in force on March 31, 1985.

(c) The Empire Plan shall include medical/surgical coverage through use of participating providers at a participation level, and statewide distribution level, at least comparable to the GHI contract in force on March 31, 1985. Penalties will be assessed to the insurance carrier for any month participation falls below the standard levels. These participating providers will accept the Plan's

schedule of allowances as payment in full for covered services. In these cases, benefits will be paid directly to the provider at 100% of the Plan's schedule not subject to deductible, co-insurance, or annual/lifetime maximums.

(d) The Empire Plan shall also include major medical coverage to provide benefits when non-participating providers are used. These benefits will be paid directly to enrollees according to reasonable and customary charges and will be subject to deductible, co-insurance, and calendar year and lifetime maximums.

(e) The Empire Plan participating provider schedule will be at least equal to the GHI participating provider payment schedule in effect immediately prior to the implementation of the Empire Plan. The Empire Plan Major Medical reasonable and customary levels will be at least equal to the Metropolitan Major Medical reasonable and customary levels in effect immediately prior to the implementation of the Empire Plan.

(f) The State agrees to pay 90% of the cost of individual coverage and 75% of the cost of dependent coverage provided under the Empire Plan.

(g) The State agrees to continue to provide alternative Health Maintenance Organization coverage (HMO) and agrees to pay equal dollar amounts per employee opting for coverage with a participating HMO as is paid towards the Empire Plan: however, such payment shall not exceed the actual cost of such optional coverages.

(h) Until contracts to provide the benefits of the Empire Plan are executed and the Plan is thus in effect, benefits and the State's percentage of contribution towards the cost of the Statewide Plan and equivalent dollar amounts towards the GHI and HMO Options, as defined by contracts in force on March 31, 1985, or modified

herein will remain in effect. Enrollees of the Statewide Plan and GHI Option will be transferred to coverage under the new Empire Plan on its implementation date, unless such enrollees elect alternate coverage under a participating Health Maintenance Organization.

### 9.3 PEF Empire Plan Enhancements

In addition to the basic Empire Plan benefits, the Empire Plan for PEF enrollees shall include:

(a) The major medical component deductible shall be \$130 per individual in any year. The total family deductible shall not exceed \$390 in any year.

(b) The maximum enrollee co-insurance out-of-pocket expenses under the major medical component shall be \$625 per individual or family in any year. For employees earning \$15,000 or less in base salary on April 1, 1986 and \$15,900 or less in base salary on April 1, 1987, the \$625 maximum co-insurance out-of-pocket expense shall be reduced to a maximum of \$400 in co-insurance per year, upon application to the Department of Civil Service for the reduction in co-pay, and upon submission of information showing that the employee is the head of household and sole wage earner in a family. Covered expenses for outpatient treatment by a psychiatrist, psychologist or certified social worker are excluded in determining the \$625 maximum co-payment limit.

(c) Employees 50 years of age or older shall be allowed reimbursement up to \$100 per year toward the cost of a routine physical examination. Covered spouses 50 years of age or older shall be allowed reimbursement up to \$50 per year towards the cost of a routine physical examination. These benefits shall not be subject to deductible or co-insurance.

(d) The well-baby allowance under the major medical



component shall increase to \$100, not subject to deductible or co-insurance.

(e) The annual maximum for each covered member under the major medical component shall increase from \$100,000 to \$1,000,000.

(f) Services for examinations and/or purchase of hearing aids shall be a covered major medical benefit and shall be reimbursed up to a maximum of \$150 once every three years.

9.4 The State shall implement a pre-hospital admission review program for Empire Plan enrollees prior to January 1, 1987. The pre-admission review will incorporate the existing programs for second surgical consultation, pre-admission testing and ambulatory surgery. The pre-admission review program shall not apply to emergency or maternity admissions.

9.5 The State shall implement a concurrent inpatient psychiatric review program for Empire Plan enrollees prior to January 1, 1987. Inpatient confinements for psychiatric care will be reviewed by psychiatric professionals to ensure that the treatment rendered is in the best interest of the patient.

9.6 The State shall institute a voluntary medical case management program for Empire Plan enrollees prior to January 1, 1987. If requested by the patient, the program will review cases of catastrophic illness or injury and arrange for flexibility in payment by the Empire Plan to permit patient care which is most appropriate.

9.7 There shall be a waiting period of twenty-eight (28) days after employment before a new employee shall be eligible for enrollment under the State's health insurance plan.

9.8 The State health insurance plans' regulations shall

continue to stipulate that the term employee means any person in the service of the State as employer whose regular work schedule is at least half-time per biweekly payroll period.

9.9(a) Seasonal employees who are anticipated to be or who are continuously employed on at least a half-time basis for six months, shall be eligible for health insurance coverage subject to the provisions of the Agreement.

(b) Where the State establishes a seasonal position for six months or more, the appointee to that position shall not have his/her service intentionally broken solely for the purpose of rendering that employee ineligible for health insurance coverage.

(c) Should a seasonal employee who attained health insurance coverage eligibility leave the payroll and then be rehired subsequently, the employee shall retain eligibility for health insurance coverage upon rehire without application of a six month waiting period, provided the employee was not off the payroll more than three months. The employee may continue his/her health insurance on a full pay basis for the period of time he/she is off the payroll.

9.10 After implementation of the Empire Plan, active employees may change from the Empire Plan to an available HMO or vice versa once each year during an open transfer period, to be established at the State's discretion. Transfers between HMOs and the Empire Plan will be permitted without regard to the employee's age or the number of previous transfers.

9.11 Eligible employees in the State health insurance plan may elect to participate in a federally qualified or State certified 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.

9.12(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 individual and dependent coverage at the time of death 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.

9.13 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.

9.14(a) The unremarried spouse and otherwise eligible dependent children of an employee, who retires after April 1, 1979 with ten 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 for the same coverage.

(b) The unremarried spouse and otherwise eligible dependent children 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 ten 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 for the same coverage.

9.15 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 ten years of State service.

#### 9.16 Joint Committee on Health Benefits

(a) The State and PEF agree to continue 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 chairperson selected by the parties.

(b) The State shall seek the appropriation of funds by the Legislature to support committee initiatives and to carry out the administrative responsibilities of the Joint Committee, in the amount of: 1985-86: \$200,000; 1986-87: \$225,000; 1987-88: \$250,000.

(c) 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) Development of health benefit communication programs related to the consumption of health care services

provided under the Plan;

(2) Development of appropriate health insurance training programs for personnel offices of State agencies;

(3) Development, in conjunction with the carriers, of descriptive literature and claim forms;

(4) The study of recurring subscriber complaints and recommendations for the resolution of those complaints;

(5) The investigation and examination of other successful programs involving wellness, cost containment and alternative health care delivery systems.

(d) The Joint Committee on Health Benefits shall work with appropriate State agencies to review and oversee the implementation of the new Empire Plan of insurance for State employees and the programs for pre-hospital admission review, concurrent psychiatric review and voluntary medical case management, to be implemented pursuant to Sections 9.4, 9.5 and 9.6 of this Agreement.

(e) The Joint Committee on Health Benefits shall provide review and counsel on the development of revised benefit booklets for the Empire Plan.

(f) The Joint Committee on Health Benefits shall meet within 14 days after a request to meet has been made by either side.

(g) The Joint Committee shall request administrative/technical assistance from appropriate State agencies and/or other sources deemed necessary and approved by the Joint Committee.

(h) The Joint Committee on Health Benefits shall establish methods and procedures for review of disputed claims.

(i) The Joint Committee shall implement a voluntary major medical pre-determination of benefit procedure.

(j) The State shall require that the insurance carriers

for the State health insurance plan submit claims and experience data reports directly to the Joint Committee on Health Benefits in the format and with such frequency as the Committee shall determine.

(k) The Joint Committee shall be provided with each carrier rate renewal request upon submission by each carrier and the Joint Committee shall be briefed in detail periodically by the State on the status of rate negotiations with each carrier.

(l) The Joint Committee shall establish a "hold harmless" mechanism whereby an employee or covered dependent will not be penalized for what the insurance carrier may consider as an "unnecessary" hospital stay or treatment when the employee or the covered dependent has merely followed the instructions of his or her physician.

#### 9.17 Outpatient Hospital Care

Effective April 1, 1985, the requirement of the current hospital contract for the existing Statewide Plan and GHI Option that emergency care for sudden onset of an illness be given within 12 hours after the first appearance of the symptoms of the illness in order for coverage to be available will be changed to require such care to be given within 24 hours after the first appearance of the symptoms of the illness in order for coverage to be available. The 24 hour requirement will apply to the Empire Plan.

9.18 Appropriate descriptive material relating to any changes in benefits shall be distributed to each State agency for internal distribution prior to the effective date of the change in benefit. The State shall take all steps necessary to provide revised health insurance booklets to every employee as soon as practically possible following this agreement. The Joint Committee on Health Benefits

shall provide review and counsel on the development of the revised booklets.

9.19 The State shall provide toll-free telephone service at the Department of Civil Service Health Insurance Section for information and assistance to employees and dependents on health insurance matters.

9.20(a) A permanent full-time employee who is removed from the payroll due to an accepted work related injury or occupational condition shall remain covered under the State health insurance plan and shall be treated the same as an employee on a preferred list.

(b) A permanent full-time employee who is removed from the payroll due to a controverted work related injury or occupational condition will have the right to apply for a health insurance premium waiver. The appropriate agency will be responsible to inform the employee of his or her right to apply for the waiver prior to the employee meeting the eligibility requirements for the waiver of premium.

9.21 The State shall provide health insurance comparison information to employees, through State agencies, prior to the beginning of an open transfer period. If the comparison information is delayed for any reason, the transfer period shall be extended for a minimum of 30 calendar days beyond the date the information is distributed to the agencies. Employees transferring plans during a scheduled period but prior to the provision of the comparison data, may elect to further alter or rescind his or her health plan transfer during the remainder of the open transfer period.

9.22 The confidentiality of individual subscriber claims shall not be violated. Except as required to conduct financial and claims processing audits of carriers and coordi-

nation of benefit provisions, specific individual claims data, reports or summaries shall not be released by the carrier to any party without the written consent of the individual, insured employee or covered dependent.

#### 9.23 Outpatient Psychiatric Benefits

(a) The Statewide Plan shall provide payment of 80% of reasonable and customary charges up to \$40 per visit to a maximum limit of \$1,500 for the period April 1, 1985 to March 31, 1986, or the implementation date of the Empire Plan, whichever is earlier. Payment for outpatient psychiatric care for services rendered prior to April 1, 1985 will not be counted towards the \$1,500 maximum benefit level.

(b) To encourage ready access to necessary and appropriate mental health services in times of crisis but to discourage protracted use and over dependence of mental health treatment, outpatient services for the treatment of mental and nervous conditions, will be covered under the Empire Plan on/or before April 1, 1986 as follows:

(1) Crisis intervention coverage: per occurrence of crisis (sudden event requiring psychiatric intervention) up to three (3) visits will be paid in full up to \$60 per visit, not subject to any major medical deductible or co-payment.

(2) Coverage for additional visits after such "crisis" intervention or for other visits not directly related to a recent/sudden crisis occurrence will also be provided subject to satisfaction of the Plan's major medical benefit deductible as follows:

(a) Up to ten (1-10) such visits will be covered at 80% of usual and customary charge not to exceed a maximum per visit payment of \$48.

(b) If necessary, visits 11-30 will be covered with a



maximum payment of \$40 per visit.

(c) If necessary, additional visits after visit number 30 will be covered with a maximum payment of \$30 per visit.

(d) Regardless of level of benefits outlined above, provider statements as to the necessity of treatment will be required by the medical carrier for the Plan throughout the course of treatment. Only when this case-by-case review identifies the appropriateness of further treatment will continued coverage be available.

(e) Such outpatient psychiatric benefits shall not apply to the Empire Plan's major medical out-of-pocket annual maximum.

9.24 When more than one family member is eligible to enroll for coverage under the State's health insurance plan, there shall be no more than one individual and dependent enrollment permitted in any family unit. However, when more than one family member is eligible to enroll for coverage under the State's health insurance plan, and there is coverage under family enrollment: expenses for medical care of a disabled dependent child as defined by the insurance carrier, will be calculated as if both mother and father were enrolled for family coverage.

## **ARTICLE 10**

### **Employee Benefit Fund**

10.1 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 approval of the Comptroller, to be administered by PEF to provide certain health and welfare benefits for "employees" as defined herein in the Professional Scientific and Technical Services Unit.

10.2 The State shall deposit in the employee benefit fund an amount equal to \$102.50 per employee for each quarter of the year beginning April 1, 1985 and ending March 31, 1986, \$112.50 per employee for each quarter of the year beginning April 1, 1986 and ending March 31, 1987 and \$122.50 per employee for each quarter of the year beginning April 1, 1987 and ending March 31, 1988: such amounts to be deposited as soon as practicable after the first day of each quarter.

10.3 For the purpose of determining the amount to be deposited in accordance with Section 10.2 above, the number of employees shall be determined to be the number of employees on the payroll on the payroll date closest to 21 days before the first day of the quarter for which the deposit is to be made.

10.4 For purposes of this Article, the term "employee" shall mean any person holding a position in this negotiating unit who is eligible for enrollment in the State Health Insurance Plan in accordance with the provisions contained in Part 73 of the Rules and Regulations of the Department of Civil Service (4 NYCRR Part 73), except that it shall not mean seasonal employees whose employment is expected to last less than six months, employees in temporary positions of less than six months duration, or employees holding appointments otherwise expected to last less than six months.

10.5 The amount of the State's contribution to the employee benefit fund for each quarter of the year beginning April 1, 1987 and ending March 31, 1988, as specified in paragraph 10.2 above, shall, upon the request of either party, be the subject of reopened negotiations.

## **ARTICLE 11**

### **Accidental Death Benefit**

11.1 In the event an employee dies subsequent to April 1, 1985, as the result of an accidental on-the-job injury and a death benefit is paid pursuant to the Workers' Compensation Law, the State shall pay a death benefit to the employee's surviving spouse and children in the same proportion as the Workers' Compensation Accidental Death Benefit is paid. However, in the event that the employee is not survived by spouse or children, then the State shall pay this death benefit to the employee's estate.

11.2 The State agrees to recommend the appropriation of funds by the Legislature in the necessary amount in the first year of the Agreement for the development of a program and the creation of a fund to provide children of employees in the PS&T negotiating unit, who have received a death benefit pursuant to Section 11.1 above, with full tuition to attend any of the State University's colleges; provided, however, they meet the institution's entrance requirements.

## **ARTICLE 12**

### **Attendance and Leave**

#### **12.1 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 compensatory 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. Election Day
12. Martin Luther King Day

(c) The State, at its option, may designate up to two floating holidays in each contract year (April-March) in lieu of two of the holidays set forth in Article 12.1(b), such that employees shall have the opportunity to select, on an individual basis, the dates upon which such floating holidays will be observed by them, consistent with the reasonable operating needs of the State. The State's designation of the holidays to be floated shall be announced in April of the contract year.

#### 12.2 Holiday Shifts

For purposes of determining the holiday shift when the work shift spans 2 calendar days, the holiday shift shall be that shift which begins 11:00 p.m. or later on the day before the holiday. A shift which begins 11:00 p.m. or later on the holiday itself shall not be considered to be the holiday for purposes of this Article.

### 12.3 Holiday Accrual

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

### 12.4 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) Eligible employees shall receive additional vacation credit on the date on which they 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.

#### 12.5 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 25.

(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 some employees have accumulated vacation credits in excess of 35 days, these employees 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 employees must request a block of time in order to have their 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.

#### 12.6 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.

#### 12.7 Vacation Credit Accumulation

(a) 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.

(b) An employee's vacation credit accumulation may exceed the maximum during a calendar year, provided, however, that the employee's balance of vacation credits may not exceed 40 days on the first day of any calendar year.

#### 12.8 Sick Leave Accumulation

(a) Sick leave shall be credited in accordance with the New York State Attendance Rules except that employees hired on or after April 1, 1982 will earn and accumulate sick leave credits at the rate of 10 days per year.

(b) Employees who are entitled to earn and accumulate 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.

#### 12.9 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 the authority's 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.

#### 12.10 Personal Leave Accumulation

Personal leave shall be credited in accordance with the NYS Attendance Rules except that employees hired on or after April 1, 1982 shall be allowed a maximum of 3 days leave with pay per year for the purpose of personal business and religious observance subject to the provisions of 12.11 a and b below.

#### 12.11 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 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.

#### 12.12 Accounting of Time Accruals

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

#### 12.13 Absence—Extraordinary Circumstances

(a) Employees who have reported for duty and, because of extraordinary circumstances beyond their control, are 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 geographic 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.

#### 12.14 Tardiness for Members of Volunteer Fire Departments, Volunteer Ambulance Services 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 firefighters, members of volunteer ambulance services 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.

#### 12.15 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 confer-

ences 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.

#### 12.16 Leave for Professional Examinations

(a) Upon proper advance notice, employees may absent themselves from duty without charge to leave credits for the purpose of participating in one professional examination each year in their 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 the absence charged to appropriate leave credits.

#### 12.17 Maintenance of Time Records

(a) No employee in this unit shall be required to punch a time clock or record 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.

#### 12.18 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.

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

(a) Part-time employees covered by the New York State Attendance Rules who are compensated on an annual salary basis shall be eligible to earn and accumulate, or be credited with vacation, sick or personal 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.

To determine if a part-time employee meets the requirement of at least half-time, fixed schedule employment with up to a maximum of two appointing authorities may be counted. Employees who qualify as half-time by counting part-time employment with two appointing authorities shall be subject to such special attendance reporting requirements as the State may establish, and shall be limit-

ed to use earned leave credits from each appointing authority in the same proportion as the leave credits are earned from each appointing authority.

(b) Employees covered by the New York State Attendance Rules who are compensated on a per diem or hourly basis shall be eligible for vacation, sick and personal leave benefits on a pro rated basis 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.

(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 Agreement.

#### 12.20 Income Protection Plan

(a) At the demand of either party, the parties agree to reopen negotiations during the term of this Agreement, to consider modifications and improvements in the area of illness/disability-related income protection. To the extent that the parties agree upon a disability/income protection plan, coverage under that plan shall be optional to employees hired prior to the effective date of such plan.

The State shall seek the appropriation of funds by the Legislature in the amount of \$50,000 to assist the parties in obtaining expert assistance for the analysis of information necessary to the resolution of these reopened negotiations.

(b) In connection with the reopener provided for in subparagraph a above, and regardless of the outcome of such reopened negotiations, the State and PEF shall, by April 1, 1987, develop and put in place a special income protection program for those employees who, by virtue of having been appointed after April 1, 1982 earn sick leave

at a rate lower than employees appointed prior to that date. Such program shall be designed to respond to the unique needs of those employees that result from their lower rate of sick leave accrual.

#### **12.21 Maternity and Child-Rearing Leave**

(a) Maternity and child-rearing leave shall be granted as provided in the Attendance Rules.

(b) In cases of legal adoption under Article 7 of the Domestic Relations Law, leave for child-rearing purposes shall be granted as provided in the Attendance Rules.

### **ARTICLE 13**

#### **Workers' Compensation Benefit**

13.1(a) Employees necessarily absent from duty because of an occupational injury, disease or condition as defined in the Workers' Compensation Law shall be eligible for a Workers' Compensation Benefit as provided in this Article. This Article does not diminish employees' rights under the Workers' Compensation Law. Determinations of the Workers' Compensation Board regarding compensability of claims shall be binding upon the parties.

(b) A workers' compensation injury shall mean any occupational injury, disease or condition found compensable as defined in the Workers' Compensation Law.

13.2(a) An employee who suffers a compensable occupational injury shall receive, in addition to the award of the Workers' Compensation Board, a payment (supplement) from the State sufficient to provide an employee with 100% of the net pay that the employee received prior to the occupational injury, subject to subparagraph (c) below.

(b) For the purposes of this Article, net pay shall mean

gross pay minus federal, state, city (where applicable) withholding tax and FICA.

(c) The State shall make the previously authorized payroll deductions to the extent practicable from the net supplement.

13.3(a) In order to be eligible for the State supplement of the workers' compensation award from the first day of the award, an employee who suffers an occupational injury shall notify the employer upon the employee's first day of absence or within seven calendar days of the injury sustained.

(b) Where an employee is unable to provide the notice required in paragraph 13.3(a), notice may be provided by an attending physician, family member or in accord with any other local facility requirement. The employee shall thereafter verify the information provided.

(c) Where an employee is suffering from a condition which is ultimately diagnosed as arising out of the employee's occupation, and such diagnosis is beyond the time limit set forth in paragraph 13.3(a), the date that the employee is advised of the diagnosis shall commence the employee's seven-day notice requirement.

(d) Where an employee's notification to the State exceeds the time limit set forth in paragraph 13.3(a), an employee's eligibility for the State supplement shall commence with the date of notice.

(e) The State may, in its sole discretion, waive a late notification and pay the supplement from the first day of the award, upon good cause shown by the employee for such late notice.

13.4(a) There shall be one Workers' Compensation Law seven calendar day waiting period per occupational injury.

(b) There shall be no Workers' Compensation Benefit for the first seven calendar days of disability, provided, however, that in the case that the compensable injury results in a disability of more than 14 calendar days, the Workers' Compensation Benefit shall be allowed from the first day of disability.

13.5(a) Where the employee's workers' compensation claim is not controverted by the State Insurance Fund, an employee necessarily absent from duty because of an occupational injury may use accruals, leave credits, including personal leave, from the first day of disability until payment from the State Insurance Fund or the workers' compensation award, whichever is sooner.

(b) The appointing authority shall advance leave credits to an employee eligible to accrue leave credits but who has exhausted his or her leave credits, unless such employee requests otherwise in writing.

(c) Where the Workers' Compensation Board issues an award in favor of the employee, the credits charged for the period covered by the Board award will be restored to the employee in full, upon the employee's return to work, expiration of the Workers' Compensation Benefit, or separation from service, whichever shall occur sooner.

(d) Where the employee's disability is between seven and fourteen calendar days, credits will be restored to day seven. Where employee's disability exceeds 14 calendar days, credits will be restored to the first day of disability.

(e) Upon the employee's return to work or issuance of the award, whichever is later, the employee shall receive the Workers' Compensation Benefit of award and supplement for the period covered by paragraph 5(d) and the notice requirements of paragraph 3.

13.6(a) Where an employee's workers' compensation

claim is controverted by the State Insurance Fund upon the ground that the disability did not arise out of or in the course of employment, the employee may utilize leave credits (including sick leave at half pay) pending a determination by the Workers' Compensation Board.

(b) In the event that the employee's controverted claim is decided in the employee's favor, the leave credits used by the employee shall be restored for the period of the award (to day one if the disability exceeds 14 calendar days, to day seven if the disability is between seven and 14 calendar days). Upon the employee's return to work or issuance of the award, whichever is later, the employee shall receive the Workers' Compensation Benefit of the award and supplement for the period of restored credits provided in this paragraph (b), subject to the notice provisions set forth in paragraph 3.

(c) If the employee was on leave without pay pending the issuance of the award by the Workers' Compensation Board, the employee shall receive the full Workers' Compensation Benefit for the period of the award, subject to the notice provisions set forth in paragraph 3.

(d) If the employee was on sick leave at half pay for the period pending the award, the employee will receive the award to 100% of net and the sick leave at half pay usage shall be restored to the employee.

13.7 The Workers' Compensation Benefit shall be provided for therapy, doctor's appointments for the compensable injury, and other continuing treatment as required for workers' compensation. The Benefit shall be paid at the same time as the Workers' Compensation Board award for such absences.

13.8 An employee receiving the Workers' Compensation Benefit as provided in this Article shall be consi-



dered on the payroll for purposes of accruing seniority, continuous service, health insurance and Employee Benefit Fund contributions, accrual of vacation and sick leave, personal leave, social security and retirement as provided by law. The Workers' Compensation Benefit shall be provided for a period of up to nine months for each occupational injury as defined in this Article. At the expiration of the nine-month Workers' Compensation Benefit period, an employee shall be allowed to draw accrued leave credits, and upon exhausting said leave credits, shall be allowed sick leave at half pay, if eligible.

13.9 Where a claim for workers' compensation is contested by the State Insurance Fund on the ground that an employee is not injured or disabled and that the employee can return to work, the parties will abide by the determination of the Workers' Compensation Board.

13.10 The State and PEF agree to establish a joint committee to direct the education and training of management and the PEF represented work force. This committee shall also oversee the transition from the Workers' Compensation Leave With Pay provisions to the Workers' Compensation Benefit provided in this Article.

13.11 The State and PEF shall make efforts to implement the Workers' Compensation Benefit provisions of this Article by January 1, 1986, however until such time that it is implemented, the provisions of Article 13, Workers' Compensation Leave With Pay, of the 1982-85 Agreement shall apply.

## **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 Chairperson who shall be selected by the parties.

14.2 The Committee shall:

(a) 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.

(b) Review and recommend programs intended to enhance the quality of work life for employees in this unit, including but not limited to such areas as day care, physical fitness, and stress management.

(c) Administer a Professional Development and Quality of Working Life Fund, such fund to be provided by the State in the following amounts:

1985-86 \$3,000,000, of which no less than \$2,250,000 shall be committed to professional training and development.

1986-87 \$3,250,000, of which no less than \$2,500,000 shall be committed to professional training and development.

1987-88 \$3,500,000, of which no less than \$2,750,000 shall be committed to professional training and development.

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(c) of this Article.

## **ARTICLE 15**

### **Supplemental Training**

The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be necessary to obtain the appropriation of funds in the following amounts to continue the supplemental training program:

1985-86	\$2,000,000
1986-87	\$2,100,000
1987-88	\$2,200,000

This shall be in addition to training provided under Article 14 of the Agreement. The State shall determine the professional development needs and targeted groups to be trained and shall meet and confer with PEF on the development and implementation of such training.

## **ARTICLE 16**

### **Staffing**

#### **16.1 Eligible Lists**

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.

### **16.2 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 a 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.

### **16.3 Leave—Probationary Employees**

Permanent employees holding positions in the competitive or non-competitive class who accept appointment to a State position from an open-competitive eligible list, upon written notice of acceptance of such an appointment, shall be granted a leave of absence from their former positions for a period not to exceed 52 weeks or the period of the actual probation, whichever is less.

## **ARTICLE 17**

### **Out-of-Title Work**

1. No employee shall be employed under any title not appropriate to the duties to be performed and, except upon assignment by proper authority during the continuance of a temporary emergency situation, no person shall be assigned to perform the duties of any position unless he

or she has been duly appointed, promoted, transferred or reinstated to such position in accordance with the provisions of the Civil Service Law, Rules and Regulations.

2. The term "temporary emergency" as used in this Article shall mean an unscheduled situation or circumstance which is expected to be of limited duration and either (a) presents a clear and imminent danger to person or property, or (b) is likely to interfere with the conduct of the agency's or institution's statutory mandates or programs.

3.(a) A grievance alleging violations of this Article shall be filed directly at Step 2 by the employee, in writing on forms to be provided by the State, to the Agency Head or a designee of that Agency Head, and a copy of the grievance shall be simultaneously filed with the facility or institution head or a designee. A determination shall be issued at Step 2 as promptly as possible, but no later than 10 working days after receipt of the grievance unless PEF or the employee agrees to an extension of such time limit.

(b) An appeal from an unsatisfactory decision at Step 2 may be filed by PEF through its President or the President's designee with the Director of the Governor's Office of Employee Relations or the Director's designee within 10 working days of receipt of the Step 2 decision. Such appeal shall include a copy of the original grievance and the Step 2 reply.

(c) After receipt of such grievance, the Director of the Governor's Office of Employee Relations or the Director's designee will promptly forward it to the Director of Classification and Compensation for a review and determination as to whether the duties at issue are out-of-title.

(d) The Director of Classification and Compensation will make every reasonable effort to complete such review promptly, and will send to the Director of the Governor's Office of Employee Relations the findings as to whether the duties at issue are out-of-title.

(e) The Director of the Governor's Office of Employee Relations, or the Director's designee, shall issue a Step 3 determination forthwith upon receipt of the determination of the Director of Classification and Compensation based on the following:

1. The findings of the Director of Classification and Compensation as to whether the duties at issue are out-of-title.

2. If the Director of Classification and Compensation has determined the duties at issue to be out-of-title, a review by the Director of the Governor's Office of Employee Relations, or the Director's designee, of whether temporary emergency circumstances exist which make the assignment of such out-of-title duties appropriate.

(f) If the Director of Classification and Compensation finds the duties at issue to be out-of-title, and the Director of the Governor's Office of Employee Relations, or the Director's designee, finds that no temporary emergency circumstances exist, the Step 3 determination shall direct that out-of-title assignment be discontinued.

- 4.(a) If such out-of-title duties are found to be appropriate to a lower salary grade or to the same salary grade as that held by the affected employees, no monetary award may be issued.

- (b) If, however, such out-of-title duties are found to be appropriate to a higher salary grade than that held by the affected employee, the Director of the Governor's Office of Employee Relations, or the Director's designee,

nee, shall issue an award of monetary relief, provided that (a) the assignment to perform such duties was made on or after April 1, 1982, and (b) the affected employee has performed work in the out-of-title assignment for a period of one or more days. And, in such event, the amount of such monetary relief shall be the difference between what the affected employee was earning at the time he or she performed such work and what he or she would have earned at that time in the higher salary grade title, but in no event shall such monetary award be retroactive to a date earlier than fifteen calendar days prior to the date the grievance was filed in accordance with this Article.

(c) If such out of title duties were assigned by proper authority during the continuance of a temporary emergency situation, the Director of the Governor's Office of Employee Relations, or the Director's designee, shall dismiss the grievance.

(d) Grievances hereunder may be processed only in accordance with this Article and shall not be arbitrable.

## **ARTICLE 18**

### **Health and Safety**

#### **18.1 Health and Safety Committee**

(a) There shall be established a State/PEF Joint Health and Safety Committee consisting of three (3) members designated by the President of PEF and three (3) members designated by the Director of the Governor's Office of Employee Relations.

(b) The purpose of the Committee shall be to review and discuss matters of mutual concern in the areas of health and safety in a cooperative fashion. The Committee is not intended to be policy making or regulatory in

nature; rather, it is intended to be advisory on matters of employee health and safety.

(c) Activities to be undertaken by the Committee shall include, but are not limited to, the following:

(1) Education

— to develop and implement programs which will enhance skills and knowledge pertaining to general and job-specific health and safety matters among employees, union representatives, and management officials.

(2) Enrichment of Agency Level Health and Safety Committee Activity

— to encourage, foster, and assist agency level health and safety committee activity and to consider the funding of labor/management initiated projects and proposals that deal with health and safety related matters.

(3) Development of a Statewide Health and Safety Communications Network

— to integrate the Committee's activities with the preventative health and safety efforts of State departments and agencies, their safety designees, PEF's in-house health and safety efforts, and the health and safety efforts of joint State/union health and safety committees in other State employee negotiating units.

(4) Study and Research

— to undertake appropriate study and research projects aimed at various occupational groups, in order to better understand broad health and safety related concerns, and to make recommendations for meaningful resolution of identified health and safety deficiencies.

(d) In addition to the broad initiatives set forth in section (c) above, the Committee shall undertake the following specific activities:

(1) Exploration of options with respect to health effects



of smoking in the work place, which shall include establishing, on a pilot basis, non-smoking work areas in State-owned and leased buildings.

(2) Development of methods of assisting agencies in disseminating information with respect to the Right to Know Law in order that employees are properly informed and trained.

(3) Review of existing State and agency procedures pertaining to work activities involving toxic substances, and development of appropriate recommendations for policy improvements.

(4) Review of "tight building syndrome" and its impact on employees.

(e) The State shall appropriate \$300,000 in each year of this Agreement to support the activities of the committee.

#### 18.2 Agency-Level and Local-Level Joint Health and Safety Committees

(a) Joint Health and Safety Committees shall be established at the agency level and local levels to jointly review and discuss matters of mutual concern in the areas of health and safety. Activities to be undertaken by these committees shall include, but are not limited to, the following:

(1) Consideration of such agency-level and local-level matters as are determined by the State-level committee to be appropriate for consideration at the agency or local level.

(2) Consideration of such health and safety issues as may exist at the agency or local work site.

(3) Provide agency-level and local-level assistance and cooperation to the State-level committee in its education, communications and research activities.

(4) Develop means of participating with and coordinating activities with agency-level and local-level health and safety committees established at that level by the State and other employee organizations.

(b) A local-level health and safety committee which has reviewed a local health and safety issue but has been unable to agree on the disposition of that issue shall refer that issue to the appropriate agency-level committee for review. An agency-level health and safety committee which has reviewed a local or agency health and safety issue but has been unable to reach agreement on the disposition of that issue shall refer that issue to the Statewide committee for review.

### 18.3 Health and Safety Grievance Procedure

a. Grievances alleging a violation of this article, or alleging the existence of any safety violation, or otherwise arising from a health and safety condition or dispute shall be subject to review through the procedure established in Article 34, Section 34.1(b) of the Agreement and shall not be arbitrable.

b. A grievance involving an alleged violation of this Article, or alleging the existence of a safety violation, or otherwise arising from a health and safety condition or dispute, that is processed to Step 3 of the grievance procedure shall, upon receipt of the Step 3 appeal, be referred to a subcommittee of the Statewide Health and Safety Committee. Such subcommittee, consisting of one designee of each of the parties, shall meet to review, evaluate and attempt to resolve the grievance. If the grievance is not resolved by the subcommittee, a decision shall be issued in accordance with the provisions of Article 34 of the Agreement.

c. Matters which are subject to review through other

procedures established by law, rule or regulation shall not be subject to review through this procedure.

d. The State/PEF Health and Safety Committee shall develop expedited time frames for the resolution of grievances filed pursuant to this Section 18.3.

#### 18.4 Toxic Exposure

(a) Employees who are directly exposed to toxic substances as a result of an accident, an incident or a discovery previously undetected by the State or the employees, will have the opportunity to be medically screened as appropriate at State expense. Such medical screening will be offered provided commonly accepted scientific evidence exists to indicate that the exposure presents a clear and present danger to the health of the affected employee.

(b) It is incumbent on the State to identify substances used by employees or to which they are exposed within the work place. Where a substance is identified as being toxic, prior to any clean up or removal of the substance, the State will determine the nature of the substance, the toxic properties of the substance, and the safe and recommended method of working with the substance including the appropriate personal protective equipment necessary when working with the identified substance.

#### 18.5 Safety Equipment

Safety equipment such as safety shoes, safety goggles, hardhats, vests, etc., which are officially required by departments and agencies for use by employees shall be supplied by the State.

#### 18.6 Exposure to Communicable Diseases

a. Each department or agency that provides medical care to patients or clients in facilities operated by that department or agency shall establish and promulgate poli-

cies for the periodic testing and immunization of employees who have been exposed to Hepatitis B. Such policies shall be consistent with generally accepted medical practices.

b. The State shall appropriate \$50,000 in each year of this Agreement for the cost of such testing and immunization.

## **ARTICLE 19**

### **Parking**

19.1 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.

19.2 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.

19.3 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 offers submitted by the parties.

19.4 The following shall apply to parking facilities operated by the Office of General Services, Bureau of Parking Services in Albany:

(a) A Parking Committee shall be established to meet and confer on allocation of employee parking spaces made available within parking facilities as managed by the Bureau of Parking Services. The Committee shall assess present allocation, develop a method for allocation of existing spaces which will include consideration of employee negotiating unit designation and proportionate space allotment, needs of the handicapped, parking area utilization, and other factors which will contribute to the development of a rational, workable plan for such allocation. Such plan shall be developed by March 31, 1986.

Additionally, the Committee shall make recommendations to the State on the adequacy of employee parking and suggest alternatives to meet identified needs.

Recognizing that the downtown Albany parking issue is a work place issue, the Committee shall include representatives of all employee groups affected. PEF may designate up to three representatives to serve on the Committee.

(b) The Memorandum of Understanding dated March 23, 1984 concerning the parking fee structure in parking facilities operated in and around Albany by the Office of General Services, Bureau of Parking Services, shall remain in full force and effect according to its provisions.

## **ARTICLE 20**

### **Review of Personal History Folder**

20.1 There shall be only one official personal history

file maintained for any employee. The personal history folder shall contain all memoranda or documents relating to such employee's job performance which contain criticism, commendation, appraisal or rating of such employee's performance on the job. Copies of such memoranda or documents shall be sent to such employee simultaneously with their being placed in the personal history folder.

20.2 An employee, or a PEF representative designated by the employee, shall have an opportunity to review the official personal history folder in the presence of an appropriate official of the department or agency within three working days' notice: provided, however, where the employee's personal history folder is kept at a location other than the employee's place of work, five working days' notice shall be required. 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. An employee shall have the opportunity to place in his/her personal history folder a response of reasonable length to anything contained therein which such employee deems to be adverse.

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

20.4 Upon an employee's written request, material over 3 years old shall be removed from the personal history folder, except work performance evaluations, personnel transactions, and pre-employment materials, and

notices of discipline and all related records. Notices of discipline and related records wherein the final determination is that the employee was completely absolved of guilt shall not remain part of the personal history file.

## **ARTICLE 21**

### **Employment Continuity**

21.1 A Joint State/PEF Employment Continuity Committee shall be established to meet and confer concerning matters of employment continuity. The Committee shall undertake activities associated with identification, research, development and implementation of alternative work force strategies that will foster effective work force stabilization. These strategies, aimed at easing the impact of employee displacement problems arising from reductions in force, programmatic reductions and curtailments, close-downs, relocations, consolidations, and technological changes will employ such methods as long range planning, utilization of attrition, identification of alternate job opportunities and development of a skills inventory system. Additionally, the committee shall explore the development of means to provide alternate state employment for employees who have become permanently disabled from the performance of their duties.

21.2 In recognition that employment continuity and work force planning are matters that may affect employees across negotiating unit lines, the Committee shall, where appropriate, address such matters cooperatively with employment continuity committees established in other State employee negotiating units and with the Work Force Planning Unit of the Governor's Office of Employee Relations.

21.3 The State shall prepare, secure introduction and

recommend passage by the Legislature of such legislation as may be necessary to obtain the appropriation of funds in the amount of \$300,000 in each year of this Agreement for the support of employment continuity and work force planning activities.

21.4 The parties agree that the matter of the configuration of layoff units is an appropriate subject of discussion by the Committee.

21.5 The parties agree that the matters of placement rosters and reemployment rosters shall be priority subjects of consideration by the Committee. The Committee shall study and make recommendations with regard to the utilization of such rosters.

## **ARTICLE 22**

### **Protection of Employees**

22.1 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.

22.2 No permanent employees will suffer reduction in existing salary as a result of reclassification or reallocation of the position they hold by permanent appointment.

## **ARTICLE 23**

### **Layoffs in Non-Competitive Class**

23.1 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 Sections 80 and 81 of the Civil Service Law, and provided, further, however, that this provision does not extend to these



employee coverage under Civil Service Law §75 or Article 33 of the Agreement with PEF.

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

23.3 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 24**

### **Labor/Management Meetings**

24.1 The Director of Employee Relations or the Director's designees shall meet with the President of PEF or the President's 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.

24.2 Department or Agency heads, or their 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 in-

clude 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.

An agency-level labor/management committee which has reviewed an issue but has been unable to agree on the disposition of that issue shall refer that issue to the State-level labor/management committee established in accordance with Section 24.1 above.

24.3 Facility or Institution heads, or their 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 workweek, 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.

A local-level labor/management committee which has reviewed an issue but has been unable to agree on the disposition of that issue shall refer that issue to the appropriate agency-level labor/management committee es-

established in accordance with Section 24.2 above.

24.4 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.

Disputes arising from an alleged failure to comply with a local-level labor/management agreement shall be referred to the appropriate agency-level labor/management committee for resolution. Such disputes that are not resolved by the agency-level labor/management committee, and disputes arising from an alleged failure to comply with an agency-level labor/management agreement, shall be referred to the State-level labor/management committee for resolution.

## **ARTICLE 25**

### **Seniority**

#### **25.1 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 thereafter, if such reinstatement or reappointment occurred prior to April 1, 1985, and within three years thereafter, if such reinstatement or reappointment occurred on or after April 1, 1985, 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 employees suspended from their position pursuant to Section 80 or Section 80-a of the Civil Service Law.

#### **25.2 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 interest of the service to be rendered (including the specialities within the professional, scientific or technical services to be rendered) are equal, seniority will be a factor in the assignment of shift, pass days, overtime and voluntary transfers.

25.3 As soon as practicable in advance of the abolishment of any positions filled by permanent competitive class appointments, the State shall provide PEF with seniority lists of employees in the title(s) and agency(s) affected. It is understood by the parties that failure to comply with this provision shall not constitute a basis for preventing or delaying the job abolishments, nor shall failure to comply entitle displaced employees to any compensation or other monetary benefits they would otherwise not have been entitled to receive.

### **ARTICLE 26**

#### **Institution Teachers**

##### **26.1 School Calendars**

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

## **26.2 Payroll**

(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 biweekly salary payments either over the 10-month school year or over the calendar year.

(b) An eligible employee electing to receive salary payments over the calendar year shall notify the appropriate payroll office in writing between July 15 and August 15 of each year. Such election shall remain in effect each year unless the employee withdraws the election during the July 15-August 15 period of a subsequent year. Notifications shall be in effect for the entire school year and may not be withdrawn during the school year.

## **26.3 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.

## **26.4 Leave**

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 except that institution teachers appointed on or after April 1, 1982 shall have a maximum of two days of leave with pay for such purposes. 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 12.15.

## **ARTICLE 27**

### **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 28**

### **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 29**

### **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 30**

### **Verification of Doctor's Statement**

30.1(a) When the State requires that an employee who has been absent on sick leave be medically examined by a physician selected by the appointing authority before such employee is allowed to return to work, the appointing authority shall make a reasonable effort to complete the medical examination within 20 working days with the following provisos.

(b) The 20 day period during which the appointing authority has to complete the examination shall include no more than ten days of an employee's advance notice of his or her return to work date. Such notice must include a physician's statement attesting to the employee's fitness and the specified date on which the employee may return to work. For each day of advance notice given which is less than ten working days from the employee's return to work date the appointing authority is allowed an additional workday to have the medical examination completed.

(c) If no decision is reached concerning the employee's request to return to duty within 20 workdays as specified in paragraph a above, the employee shall be placed on leave with pay without charge to credits until the date such decision is reached and not allowed to return to duty, ex-

cept that leave with pay shall not be granted where the delay in determining the employee's fitness is caused by the employee's failure to appear for the medical examination or to otherwise cooperate in the scheduling and holding of the examination.

(d) If the physician selected by the appointing authority finds that the employee is not fit for return to duty, the employee shall be placed in the appropriate leave status in accordance with the Attendance Rules as of the date of receipt of the physician's report. Reexaminations by the appointing authority's physician shall not be required more often than once a month and if the appointing authority physician has set a date for reexamination or return to duty, not before such specified date.

(e) The provisions of this article shall not be construed to require the extension of any employment beyond the time it would otherwise terminate, e.g., under Section 73 of the Civil Service Law.

(f) Employees who are required to submit to a medical examination conducted by a physician selected by the appointing authority shall be considered to be in pay status during the time required for such examination and any necessary travel to and from the site of such examination, and are entitled to be reimbursed for actual and necessary travel costs and meal and lodging costs incurred as a result of travel in connection with such examination. Such reimbursement is to be made in accordance with the Comptroller's rules and regulations.

30.2 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.

30.3 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 31**

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

31.1 Nurses, nurse anesthetists, and physician assistants 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, nurse anesthetists and physician assistants 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.

31.2 The State shall provide an amount equal to 15 percent of the daily rate of compensation payable to employees in the titles in Section 31.1 of this Article which will be paid to such employees who are eligible to earn overtime for each eight hours or part thereof that the employees are actually scheduled to remain and do remain available for recall pursuant to such roster, provided, however, in the event the employees are actually recalled to work, they will receive appropriate overtime or recall compensation as provided by law instead of said 15 percent of the daily salary. Standby on-call payments pursuant to this Article shall be paid quarterly. Administration of such payments shall be at the rate of 1/10 of the bi-weekly rate of compensation and will include the geo-

graphic, location, inconvenience and shift pay as may be appropriate to the place or hours normally worked.

31.3 Employees who are recalled to work from a stand-by roster shall not be assigned "make-work" during such recall.

## **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 Agreement 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. Employees affected by the change, except in emergencies, shall be provided with a minimum of 30 days' written notice prior to the effective date of the change.

32.3 For the sole purpose of 32.2 above, the term

emergency as used in this Agreement shall mean an unscheduled situation or circumstance which is expected to be of limited duration and either presents a clear and imminent danger to person or property, or is likely to interfere with the conduct of the agency's or institution's statutory mandates or programs.

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

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

32.6 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.

32.7 The development, application and utilization of alternative work schedules shall be an appropriate subject for discussion at local level and/or agency level labor/management meetings held pursuant to Article 24.

## **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 appoint-

ed 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 the authority's 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 the designee, to consult with or otherwise counsel employees regarding their conduct or to initiate disciplinary action.

### 33.3 Employee Rights

(a) Employees may represent themselves 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, a reasonable period of time shall be given to obtain a representative. If the employee requests representation and the employee 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, the employee shall be so advised. 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 Article, 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 the 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 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 or to her. Any statements signed by an employee without having been so supplied to him or her 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 burden 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 wages or working conditions as the result of the exercise of the 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 the authority's designee, in his or her discretion, only pursuant to paragraphs (1) and (2) of this subdivision.

1. The appointing authority or his or her designee may, in his or her discretion, suspend an employee without pay or temporarily reassign him or her when a determination is made 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 or her designee, in his or her discretion, may suspend without pay or temporarily reassign an employee charged with the commission of a crime. Such employee shall notify the 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 such employee shall be reinstated with back pay or reassigned to the regular assignment.

Nothing in this paragraph shall limit the right of the appointing authority or the authority's 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)l. 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 or she 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 or her, 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 the authority's designee seeks to impose discipline, notice of such dis-

cipline 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:

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 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

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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.

be implemented unless the employee fails to follow the procedural requirements, or until the matter is settled, or until the arbitration procedure specified in subdivision (f) below, 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 subdivision (f) below or (3) the penalty is upheld or a different penalty is determined by the arbitrator to be appropriate, or (4) 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 a designee, and shall be filed either in person or by certified mail, return receipt requested, by the employee or by the 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 a designee. The meeting shall include an informal presentation by the department or agency head, or a designee, and by the employee, or a union 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 a designee, should render the written response at the close of such meeting. When the department or agency head, or a 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).

**(f) Disciplinary Arbitration**

1. If a disciplinary grievance is not settled or otherwise resolved, it may be appealed to independent arbitration. 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 or her 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 shall be agreed to by the State and PEF and such panel shall serve for the term of this Agreement. 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 for the term of this Agreement. 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.

(g) The agency or department head or a designee has full authority, at any time before or after the notice of discipline is served by an appointing authority or a 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.

(h) 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 the 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, the PEF representative or an attorney, on behalf of the employee, 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 or her, 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 or appeal to arbitration, the date of mailing appearing on the postal 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 interpretation, 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.

(c) If the contract grievance identifies Article 45, Benefits Guaranteed as the provision allegedly violated the particular law, rule or regulation at issue shall be specified.

#### 34.3 Representation

(a) PEF shall have the exclusive right to represent any employee or employees, upon their request, at any Step of the grievance procedure, provided, however, individual employees may represent themselves in processing grievances 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 a 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 the 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 the 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 a 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 the 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 the President's designee, on forms to be provided by the State with the Director of the Governor's Office

of Employee Relations, or the Director's 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 the Director's designee, shall issue a short, plain written statement of reasons for the 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 the President's 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 President, or the President's 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 shall be agreed to by the State and PEF and such panel shall serve for the term 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 ar-

bitrator 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) Arbitrators shall have no power to add to, subtract from or modify the terms or provisions of this Agreement. They shall confine their 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) Arbitrators shall confine themselves to the precise issue or issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to them nor shall they 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 the Director's designee notifies the President of PEF or the President's 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 grievant's 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 resolu-

tion 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 certified mailing or of receipt by personal service. Where submission is by certified mail, the date of mailing shall be that date appearing on the postal receipt.

(j) Working days shall mean Monday through Friday, excluding holidays, unless otherwise specified, and days shall mean 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 estab-

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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.

lish 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 Employees who are advised that they are alleged to have been guilty of misconduct or incompetency and who are therefore requested to resign shall be given a statement written on the resignation form that:

1. They have 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. They may decline the request to resign and that in

lieu thereof, a notice of discipline must be served upon them 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, they have 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.

5. They would have the right to representation by PEF or an attorney at every step of the procedure, and,

6. They have the right to refuse to sign the resignation and their refusal in this regard cannot be used against them 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) Employees absent from work without authorization for ten consecutive workdays shall be deemed to have resigned from their positions if they have 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, such employees may submit an explanation concerning their absence, to the appointing authority. The burden of proof shall be upon the employees to establish that it was not possible for them to report to work or notify the appointing authority, or the appointing authority's designee, of the reason for their absence. The appoint-



ing authority shall issue a short response, within 5 calendar days after receipt of such explanation. If the employees are not satisfied with the response, PEF, upon the employees' 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 response. The Director of Employee Relations, or the Director's designee, shall issue a written response within five (5) calendar days after receiving such appeal. The procedure contained in this subsection shall not be arbitrable.

## **ARTICLE 36**

### **No Discrimination**

36.1 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.

36.2 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.

36.3 The State and PEF shall form a Joint Affirmative Action Advisory Committee which shall develop appropriate recommendations on matters of mutual interest in the areas of equal employment and affirmative action.

## **ARTICLE 37**

### **Indemnification**

37.1 Pursuant to Section 24 of the Correction Law and Section 81.08 of the Mental Hygiene Law, no civil ac-

tion shall be brought in any court of the State, except by the Attorney General on behalf of the State, against any officers or employees of the Office of Alcoholism and Substance Abuse who are 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 officers or employees of the Department of Correctional Services, in their 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 officers or employees. 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 officers or employees shall be brought and maintained in the Court of Claims as a claim against the State.

37.2 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.

37.3 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.

37.4 The Employer agrees to provide for the defense of employees 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 employees were acting within the scope of their 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 employees of the original or a copy of any summons, complaint, process, notice, demand or pleading within five days after they are served with such document, and (ii) the full cooperation of such employees 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 such employees that the State provide for their defense pursuant to this section.

37.5 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 employees were acting within the scope of their 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.

ing or recklessness on the part of the employees, 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.

37.6 Employees shall inform their supervisor when they inform the Attorney General of the services they have received under paragraphs 37.3, 37.4 or 37.5 above. In addition, paragraphs 37.3, 37.4 and 37.5 of this Article shall not apply to employees of the Department of Correctional Services or the Office of Alcoholism and Substance Abuse to the extent they are covered by paragraphs 37.1 and/or 37.2 of this Article.

37.7 The State shall prepare, secure introduction and recommend passage by the Legislature of appropriate and necessary legislation to continue the provisions of Section 19 of the Public Officers Law, to amend Section 19 to provide coverage for reimbursement of costs of employees for reasonable attorneys' fees for appearances before a grand jury arising out of any act which occurred while such employee was acting within the scope of his or her employment or duties and to amend Section 17 of the Public Officers Law to provide that the State shall provide a defense for employees in any civil action or proceeding brought pursuant to Section 1981 or Section 1983 of Title 42 of the United States Code arising out of an act or omission which occurred or is alleged to have occurred while the employee was acting within the scope of his or her public employment or duties.

## **ARTICLE 38**

### **Overtime Meal Allowances**

38.1 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.

38.2 The overtime meal allowance for employees in this unit shall be \$5.50.

## **ARTICLE 39**

### **Clinical Privileging and Credentialling**

No plan for "clinical privileging" or "credentialling" established by any department, agency or institution shall contain any provision that conflicts with any article or section of this Agreement.

## **ARTICLE 40**

### **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 41**

### **Payroll**

#### **41.1 Computation on 10-day Basis**

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

#### **41.2 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.

#### **41.3 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.

41.4 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.

## **ARTICLE 42**

### **Child Care Centers**

1. In recognition of the mutual advantages in providing on-site child care, the State and PEF agree to continue their support of the development of on-site child care centers at State facilities. The State and PEF are committed to ensure that all on-site child care available to State employees is provided in safe, high quality centers and agree that all such centers are and will continue to be required to meet standards for child care established by the Department of Social Services.

2. The State and PEF support the continued development of on-site child care centers through the continuation of the New York State Labor/Management Child Care Advisory Committee established and funded in December, 1981. The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation to fund the activities of the Committee in the following amounts:

1985-86	\$240,000
1986-87	\$240,000
1987-88	\$240,000

3. The Committee shall continue to address the needs of both pre-school and school-aged children and shall study the feasibility and as appropriate implement pilot projects to address special child care needs, including but not limited to after-school, evening and summer/vacation

programs and occasional/emergency care.

4. The President of PEF, or the designee of the President, shall serve as a member of the New York State Labor/Management Child Care Advisory Committee for the term of this Agreement.

## **ARTICLE 43**

### **Employee Assistance Program**

1. In recognition of the mutual advantage to the employee and the employer inherent in an employee assistance program, the State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain the appropriation of funds in the following amounts to continue the Employee Assistance Program.

1985-86	\$225,000
1986-87	\$250,000
1987-88	\$275,000

2. The present labor/management arrangement, which recognizes the need for combined representation of all employee negotiating units and the State in a single work place employee assistance program, shall continue.

## **ARTICLE 44**

### **Joint Committee on Nursing Issues**

a. The State and PEF shall establish a Committee on Nursing Issues. The Committee shall consist of three designees of the President of PEF and three designees of the Director of the Governor's Office of Employee Relations. The Committee shall study and make recommendations on issues of mutual interest to the parties in the areas of nursing, the employment of nurses by the State, and the practice of nursing in facilities operated by State agencies.



b. The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be necessary to obtain the appropriation of funds in the amount of \$75,000 in each year of this Agreement to support the activities of this Committee.

## **ARTICLE 45**

### **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 46**

### **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 or her first day of work. The cost of printing this Agreement shall be shared equally by the State and PEF.

## **ARTICLE 47**

### **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 48**

### **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 7.7, any or all Articles may be reopened at the option of PEF or the State, and renegotiated. In the event that any other Arti-

cle, 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 49**

### **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 50**

### **Duration of Agreement**

The term of this Agreement shall be from April 1, 1985 through March 31, 1988.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on July 16, 1985.

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

Thomas Hartnett  
Director, Governor's  
Office of Employee  
Relations

Nancy L. Hodes  
Executive Deputy Director

Jerry J. Dudak  
Deputy Director,  
Contract Negotiations  
and Administration

James D. Brown  
Associate Director and  
Chief Negotiator

Joseph M. Bress  
General Counsel

Sharon Di Sarro  
Employee Relations  
Associate

Robert Waters  
Associate Counsel

**NEGOTIATING TEAM**

Luz B. Allende  
Roswita Apkarian  
Judith P. Hundley  
Jay T. Hurlburt  
Richard J. Martin  
Carol D. Newhart  
Carl A. Testa  
Stephanie M. Washington

**THE PUBLIC  
EMPLOYEES  
FEDERATION, AFL-CIO**

**Elizabeth L. Hoke  
President**

**James J. Sheedy  
Secretary-Treasurer**

**Joseph B. Sano  
Executive Director**

**Frank Greco  
Contract Administrator**

**John Currier  
Research Director**

**Richard E. Casagrande  
General Counsel**

**NEGOTIATING TEAM**

**David Greene  
Chairman**

**Art Boynton  
Norman Danzig**

**Harry DeLibero  
Bill DeMartino**

**Mike DeVoe  
Dealia Gwaltney**

**Carol Hill  
Linda Kingsley**

**Terry Kirwan  
Steven Weig**

**APPENDIX I**  
**Side Agreements**

**MEMORANDUM OF INTERPRETATION  
BETWEEN  
THE STATE OF NEW YORK  
AND  
THE PUBLIC EMPLOYEES FEDERATION  
CONCERNING  
SEASONAL EMPLOYEES**

1. The following provisions of the 1985-88 Agreement between the State and the Public Employees Federation, AFL-CIO representing employees in the Professional, Scientific and Technical Services Unit shall, to the extent they are applicable, be applied to employees in that unit in positions designated as "seasonal" positions:

<b>Article No.</b>	<b>Article</b>
	Bill of Rights
1	Recognition
2	Statement of Policy & Purpose
3	Unchallenged Representation
4.1-4.5	Employee Organization Rights
5	Management Rights
6	No Strikes
8	Travel
9	Health Insurance
10	Employees Benefit Fund
11	Accidental Death Benefit
12.4	Additional Vacation Credit
12.6	Vacation Use
12.7	Vacation Credit Accumulation
12.8	Sick Leave Accumulation
12.9	Use of Sick Leave
12.10	Personal Leave Accumulation
12.11	Use of Personal Leave

12.12	Accounting of Time Accruals
12.13	Absence—Extraordinary Circumstances
12.14	Tardiness for Members of Volunteer Fire Departments, Volunteer Ambulance Services and Enrolled Civil Defense and Enrolled Civil Defense and Civil Air Patrol Volunteers
12.18	Leave for Bereavement or Family Illness
14	Professional Development and Quality of Work- ing Life Committee
15	Supplemental Training
18	Health and Safety
19	Parking
20	Review of Personal History Folder
22	Protection of Employees
24	Labor/Management Meetings
26	Institution Teachers
27	Reimbursement for Property Damage
28	Distribution of Directives, Bulletins or Instructions
29	Emergency First Aid
30	Verification of Doctor's Statement
32.5	Workweek and Workday
33	Discipline
34	Grievance and Arbitration
35	Resignation
36	No Discrimination
37	Indemnification
38	Overtime Meal Allowances
39	Clinical Privileging and Credentialling
40	Credit Union Space
41.3 and 41.4	Payroll
42	Child Care Centers
43	Employee Assistance Program
45	Benefits Guaranteed
46	Printing of Agreement
47	Conclusion of Collective Negotiations
48	Severability

49	Approval of Legislature
50	Duration of Agreement

## **2. Compensation**

### **A. 1985-86**

1. Effective on the first day of the sixth payroll period (June 6, 1985 for the "Institutional" payroll; June 13, 1985 for the "Administrative" payroll) the salary rate of seasonal employees who were in employment status on March 31, 1985 shall be increased by five percent.
2. Seasonal employees who were not in employment status on March 31, 1985 but who were employed in seasonal positions during the 1984-85 fiscal year, and who during the the 1985-86 fiscal year become reemployed in seasonal positions in the same title in which they were employed in 1984-85, shall be compensated at a salary rate equal to their 1984-85 salary rate for service, if any, between April 1, 1985 and June 6 or June 13, 1985; and at a salary rate equal to their 1984-85 salary rate increased by five percent for service on or after June 6 or June 13, 1985.
3. Seasonal employees who were not in employment status on March 31, 1985 but who were employed as seasonal employees during the 1984-85 fiscal year, and who during the 1985-86 fiscal year become reemployed in seasonal positions in different titles than those in which they were employed in 1984-85, shall be compensated for service, if any, between April 1, 1985 and June 6 or June 13, 1985 at the salary rate they would have received if they had been employed as a seasonal employee in that title during the 1984-85 fiscal year; and at that salary rate increased by five percent for service on or after June 6 or June 13, 1985.
4. All other seasonal employees shall be compensated at a basic salary rate computed on the basis of the salary schedules applicable to the PS&T unit as of the date of their employment.

### **B. 1986-87**

Effective April 1, 1986 or the date of employment in the seasonal position, whichever is later, the salary of seasonal



employees will be based on the salary schedule applicable to unit employees April 1, 1986; except that persons who were employed in a seasonal position during fiscal year 1985-86 and who return to employment in a seasonal position in the same title on or after April 1, 1986 will be compensated at the salary rate they received in such title in 1985-86 increased by five percent if this results in a higher rate; and persons who were employed in a seasonal position during 1985-86 and who return to employment in a seasonal position in a different title on or after April 1, 1986 will be compensated at the salary rate they would have received had they been employed in a seasonal position in that title in 1985-86 increased by five percent if that results in a higher rate.

**C. 1987-88**

Effective April 1, 1987 or the date of employment in the seasonal position, whichever is later, the salary of seasonal employees will be based on the salary schedule applicable to unit employees April 1, 1987; except that persons who were employed in a seasonal position during fiscal year 1986-87 and who return to employment in a seasonal position in the same title on or after April 1, 1987 will be compensated at the salary rate they received in such title in 1986-87 increased by five percent if this results in a higher rate; and persons who were employed in a seasonal position during 1986-87 and who return to employment in a seasonal position in a different title on or after April 1, 1987 will be compensated at the salary rate they would have received had they been employed in a seasonal position in that title in 1986-87 increased by five percent if that results in a higher rate.

D. If during the term of this Agreement the rate of compensation of any employee in a seasonal position is increased at the discretion of the Director of the Budget for the purpose of making such rate equal to the Federal minimum wage level, the provisions of Paragraphs A, B, and C above shall be applied to such seasonal employee in the following manner:

1. The seasonal employee's rate of compensation shall remain at the adjusted rate established by the Director of the Budget

from the effective date established by the Director of the Budget until the date of the next general salary increase provided for in Paragraphs A, B or C.

2. Effective on the effective date of the next general salary increase provided for in Paragraphs A, B or C, such employee's rate of compensation shall be either the adjusted rate established by the Director of the Budget; or his/her rate prior to the adjustment, increased by the percentage provided for in the applicable paragraph, whichever is higher.

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

### **3. Holiday Compensation**

A seasonal employee regularly employed on a 37½ or 40 hour per week basis who works at least 25 days during the season will be entitled to additional compensation at his/her hourly rate, up to a maximum of eight hours, for time worked on each of the first two (2) days during his/her employment in any seasonal period (4/1 to 9/30 and 10/1 to 3/31) which are observed as holidays by the State, provided he/she works on the workday before or the workday after such date in accordance with his/her regular schedule. Such compensation shall be paid retroactively upon completion of five weeks of work.

A seasonal employee who is entitled to time off with pay on days observed as holidays by the State as an employer and who has been scheduled or directed to work will receive additional compensation for time worked on such days.

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

A. A seasonal employee covered by the Attendance Rules shall be covered by Article 13 of the State/PEF Agreement.

b. A seasonal employee not covered by the Attendance Rules and not eligible for Workers' Compensation Leave provisions will be allowed leave with pay for injuries sustained in the line of duty. Use of such leave is to be held to a minimum and, in no

event, is to exceed 3 days or 24 hours pay, whichever is less.

For the State:

---

Thomas F. Hartnett

Director

Date: 10/23/85

For PEF:

---

Rand Condell

President

Ms Elizabeth L. Hoke  
President The Public Employees  
Federation, AFL-CIO  
159 Wolf Road  
Albany, New York 12205-1189

June 4, 1985

Dear Ms Hoke:

This will confirm agreement reached during the course of negotiation of the 1985-88 State/PEF Agreement concerning Employee Organization Rights, Article 4, Section 4.6 of the Agreement.

Section 4.6 stipulates that the State will provide PEF with certain information on employees. The State agrees to provide PEF with any additional payroll data as will be given to the Civil Service Employees Association as a result of language included in the State/CSEA 1985-88 Agreement subject to the same conditions and limitations as those in that Agreement.

Sincerely,  
Thomas F. Hartnett

Countersigned for PEF:  
Elizabeth L. Hoke  
President

Ms Elizabeth L. Hoke  
President  
The Public Employees  
Federation, AFL-CIO  
159 Wolf Road  
Albany, New York 12205-1189

June 4, 1985

Dear Ms Hoke:

This will confirm an agreement on behalf of the State and PEF in the negotiations for the 1985-88 collective agreement concerning fee increases for State Fire Instructors.

Notwithstanding the provisions of Article 7.8 of the 1985-88 Agreement, the provisions for percentage increases in salary over the term of the Agreement will apply to fee schedules currently in effect for the Fire Instructors who are employed by the Department of State.

Sincerely,  
Thomas F. Hartnett

Countersigned for PEF:  
Elizabeth L. Hoke  
President

Ms Elizabeth L. Hoke  
President  
The Public Employees  
Federation, AFL-CIO  
159 Wolf Road  
Albany, New York 12205-1189

June 4, 1985

Dear Ms Hoke:

This will confirm our agreement reached during the negotiation of the 1985-88 State/PEF Agreement with respect to housing and meal charges. The following shall apply to employees represented by PEF:

1. Increases in current meal charges and housing charges as provided in Parts 137.1 and 137.2 of the Budget Director's Rules for employees in the PS&T unit to be applied as follows:

**Meals**

4/1/85—17.5% increase on rates in effect on 3/31/85

4/1/86—17.5% increase on rates in effect on 3/31/86

4/1/87—17.5% increase on rates in effect on 3/31/87

**Housing**

4/1/85—15% increase on rates in effect on 3/31/85

4/1/86—15% increase on rates in effect on 3/31/86

4/1/87—15% increase on rates in effect on 3/31/87

2. The parties shall develop an indexing formula for subsequent automatic adjustments to these rates to be applied on April 1 of each year commencing with April 1, 1988.

Please signify your concurrence with this previously

agreed to understanding by signing below and returning a copy.

Sincerely,  
Thomas F. Hartnett

Countersigned for PEF:  
Elizabeth L. Hoke  
President

MEMORANDUM  
OF  
AGREEMENT  
BETWEEN  
THE STATE OF NEW YORK  
AND  
THE PUBLIC EMPLOYEES FEDERATION,  
AFL-CIO

1. In accordance with the provisions of Article 19, Section 19.3 of the 1982-85 Agreement between the parties, the Executive Branch of the State of New York (hereinafter "the State") and the Public Employees Federation, AFL-CIO (hereinafter "PEF") have completed negotiations concerning the imposition of fees for parking by employees in parking facilities operated in and around Albany by the Office of General Services, Bureau of Parking Services (see Appendix I for list of facilities currently in operation).

In the event that new parking facilities not currently provided by the State are provided under the auspices of the Bureau of Parking Services these fee schedules will apply.

2. This Memorandum of Agreement shall be effective as of the date of its execution and shall remain in effect until or unless it is superseded by a successor agreement between the parties.
3. Effective May 1, 1984 the monthly fees for employee parking at each of the parking facilities covered by this Agreement (see paragraph 1 above and



Appendix 1) shall be as follows:

Surface Parking

(except Peripheral Lots) — \$ 7.00

Covered Parking — 14.00

Covered/Reserved Parking — 28.00

Peripheral Lot — 5.00

Bus Pass for Peripheral Lot

Bus Service —2.00 per person

4. The parking fee schedule shall be amended May 1, 1984 with successive rate changes effective on April 1 of each year thereafter. The amended fee schedules shall continue the same proportions as established above between the fees for surface, covered and covered and reserved parking.

Additionally, the cost of parking in a peripheral lot when added to the cost of a bus pass for peripheral lot bus service shall not exceed the cost of surface parking.

5. In the final quarter of each fiscal year of this agreement the State shall establish a fee schedule to be in effect in the next fiscal year. Such schedule shall be based upon review of the actual expenses and revenues of the current fiscal year and the projected expenditures and revenues for the next fiscal year, and, when supplemented by net visitor revenue, will recover the operating costs of employee parking and amortize the centralized services fund accrued deficit attributable to the Bureau of Parking Services over the five-year period ending March 31, 1989.

In no event, however, will the total fee schedule increase more than \$1.00 for surface parking, \$2.00

for covered parking, and \$4.00 for covered and reserved parking in any fiscal year.

This cap on annual fee increases shall continue in effect through the fiscal year ending March 31, 1989. In January 1989, the parties shall meet to negotiate whether or not a cap will be in effect thereafter, and if so, what it will be.

Such fees will be rounded up to the whole dollar amount required to prevent a deficit, with surplus revenue (if any) used to offset employee parking fee increases in subsequent fiscal years.

6. In connection with the annual recalculation of the parking and bus pass fee schedule the State shall provide to PEF a quarterly report of expenses and revenue of the Bureau of Parking Services in the Centralized Services Fund.

The State of New York:

Thomas F. Hartnett  
James Brown

Public Employees  
Federation, AFL-CIO

Richard Croak  
Joseph B. Sano  
Howard A. Shafer

Date: March 27, 1984

## **APPENDIX II**

### **Salary Schedules**

These salary schedules are reproduced here for information. The official schedules are established in Section 130 of the Civil Service Law to implement provisions of Article 7 of the Agreement.

### **1985-86 Salary Schedule**

Effective June 6, 1985—Institution Payroll:

Effective June 13, 1985—Administrative Payroll

#### **Performance Salary**

<b>Grade</b>	<b>Hiring Rate</b>	<b>Job Rate</b>	<b>Advance Amount</b>
01 .....	9588	12392	701
02 .....	9969	12884	729
03 .....	10478	13512	759
04 .....	10968	14140	793
05 .....	11508	14819	828
06 .....	12149	15588	860
07 .....	12855	16435	895
08 .....	13586	17303	930
09 .....	14368	18230	966
10 .....	15207	19252	1012
11 .....	16103	20340	1060
12 .....	17032	21423	1098
13 .....	18048	22630	1146
14 .....	19110	24031	1231
15 .....	20216	25333	1280
16 .....	21373	26700	1332
17 .....	22599	28196	1400

<b>Grade</b>	<b>Hiring Rate</b>	<b>Job Rate</b>	<b>Advance Amount</b>
18 .....	23903	29751	1462
19 .....	25220	31313	1524
20 .....	26535	32881	1587
21 .....	27965	34591	1657
22 .....	29491	36393	1726
23 .....	31074	38262	1797
24 .....	32753	40218	1867
25 .....	34582	42367	1947
26 .....	36427	44529	2026
27 .....	38423	46952	2133
28 .....	40469	49328	2215
29 .....	42612	51812	2300
30 .....	44862	54401	2385
31 .....	47277	57172	2474
32 .....	49814	60041	2557
33 .....	52547	63112	2642
34 .....	55370	66302	2733
35 .....	58262	69546	2821
36 .....	61213	72883	2918
37 .....	64448	76481	3009
38 .....	60099		

**1986-87 Salary Schedule**  
**Effective April 1, 1986**

<b>Grade</b>	<b>Hiring Rate</b>	<b>Job Rate</b>	<b>Advance Amount</b>
01 .....	10068	13112	761
02 .....	10468	13629	791
03 .....	11002	14288	822
04 .....	11517	14947	858
05 .....	12084	15710	907
06 .....	12757	16518	941
07 .....	13498	17407	978
08 .....	14266	18319	1014
09 .....	15087	19292	1052
10 .....	15968	20365	1100
11 .....	16909	21557	1162
12 .....	17884	22695	1203
13 .....	18951	23962	1253
14 .....	20066	25433	1342
15 .....	21227	26800	1394
16 .....	22442	28235	1449
17 .....	23729	29806	1520
18 .....	25099	31239	1535
19 .....	26481	32879	1600
20 .....	27862	34526	1666
21 .....	29364	36321	1740

<b>Grade</b>	<b>Hiring Rate</b>	<b>Job Rate</b>	<b>Advance Amount</b>
22 .....	30966	38213	1812
23 .....	32628	40176	1887
24 .....	34391	42229	1960
25 .....	36312	44486	2044
26 .....	38249	46756	2127
27 .....	40345	49300	2239
28 .....	42493	51795	2326
29 .....	44743	54403	2415
30 .....	47106	57122	2504
31 .....	49641	60031	2598
32 .....	52305	63044	2685
33 .....	55175	66268	2774
34 .....	58139	69618	2870
35 .....	61176	73024	2962
36 .....	64274	76528	3064
37 .....	67671	80306	3159
38 .....	63104		

**1987-88 Salary Schedule**  
**Effective April 1, 1987**

<b>Grade</b>	<b>Hiring Rate</b>	<b>Job Rate</b>	<b>Advance Amount</b>
01 .....	10572	13868	824
02 .....	10992	14411	855
03 .....	11553	15103	888
04 .....	12093	15795	926
05 .....	12689	16646	990
06 .....	13395	17494	1025
07 .....	14173	18428	1064
08 .....	14980	19385	1102
09 .....	15842	20407	1142
10 .....	16767	21534	1192
11 .....	17755	22835	1270
12 .....	18779	24030	1313
13 .....	19899	25361	1366
14 .....	21070	26905	1459
15 .....	22289	28340	1513
16 .....	23565	29847	1571
17 .....	24916	31497	1646
18 .....	26354	32801	1612
19 .....	27806	34523	1680
20 .....	29256	36253	1750
21 .....	30833	38138	1827

<b>Grade</b>	<b>Hiring Rate</b>	<b>Job Rate</b>	<b>Advance Amount</b>
22 .....	32515	40124	1903
23 .....	34260	42185	1982
24 .....	36111	44341	2058
25 .....	38128	46711	2146
26 .....	40162	49094	2233
27 .....	42363	51765	2351
28 .....	44618	54385	2442
29 .....	46981	57124	2536
30 .....	49462	59979	2630
31 .....	52124	63033	2728
32 .....	54921	66197	2819
33 .....	57934	69582	2912
34 .....	61046	73099	3014
35 .....	64235	76676	3111
36 .....	67488	80355	3217
37 .....	71055	84322	3317
38 .....	66260		

Such increases as specified in these Salary Schedules 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.



### **APPENDIX III**

#### **Memoranda and Side Letters**

These documents are reproduced here for information. While they are not subject to the provisions of Article 34 of the Agreement, the State and PEF acknowledge that they set forth certain understandings of the parties concerning certain articles; clarify the intent of the parties regarding certain articles; and confirm mutually accepted definitions and clarifications of the parties in connection with certain articles; and therefore, have value in connection with the interpretation and application of certain articles of the Agreement.

Mr. James Brown  
Associate Director

November 22, 1985

Governor's Office of Employee Relations  
Agency Building #2, Empire State Plaza  
Albany, New York 12223

Dear Mr. Brown:

I am writing to confirm our understanding in connection with the negotiation of the definition of the Bill of Rights which is contained in the 85-88 State/PEF Agreement.

In connection with the negotiation of this item, it was understood by the parties that the provisions of the January 15, 1982 letter from Meyer Frucher to John J. Kraemer, a copy of which is attached, will continue to apply during the term of the 85-88 agreement.

FCG:er  
Attachment  
Countersigned for GOER:  
James Brown  
Associate Director

Sincerely,  
Frank C. Greco  
Director of Labor  
Relations

January 15, 1982

Mr. John J. Kraemer  
President  
Public Employees Federation  
258 Sawmill River Road  
Elmsford, New York 10523

Dear Mr. Kraemer:

This will confirm our mutual understanding of the Bill of Rights provision of the 1982-85 State/PEF Agreement.

The Bill of Rights is not intended to be a complete list of all of the rights contained in the Agreement, nor is it intended to limit, restrict, or modify in any way those provisions of the Agreement which contain the rights of PS&T employees.

Sincerely,  
Meyer S. Frucher

Elizabeth L. Hoke  
President  
The Public Employees  
Federation, AFL-CIO  
159 Wolf Road  
Albany, New York 12205-1189

June 4, 1985

Dear Ms Hoke:

I am writing to confirm the understanding of the parties in the negotiation of Article 4, Section 4.7(b) of the 1985-88 State/PEF Agreement.

Section 4.7(b) provides that Employee Organization leave shall be granted for one PEF delegate meeting in each year of the Agreement. The parties agree that such EOL shall be limited to up to three (3) days each for up to one-thousand (1000) persons.

Sincerely,  
Thomas F. Hartnett

Countersigned for PEF:  
Elizabeth L. Hoke  
President

Ms Elizabeth L. Hoke  
President  
The Public Employees  
Federation, AFL-CIO  
159 Wolf Road  
Albany, New York 12205-1189

June 4, 1985

Dear Ms Hoke:

In the course of the negotiations of the 1985-88 State/PEF Agreement the parties discussed the continuation of the Employee Organization Leave article which provides EOL for PEF designees for the purposes of investigation and processing of grievances pursuant to Section 4.7(c) of the 1982-85 Agreement.

As part of the parties' agreement to continue that article in the 1985-88 Agreement, the parties also agreed that the conditions which apply to the use of EOL as outlined in the OER November 1979 memorandum to State agencies on this subject, a copy of which is attached, will also continue to be in effect for the term of the 1985-88 Agreement.

Sincerely,  
Thomas F. Hartnett

Countersigned for PEF:  
Elizabeth L. Hoke  
President  
Attachment

**To: STATE DEPARTMENTS AND AGENCIES**

**From: Meyer S. Frucher**

**Subject: Grievance Representatives — PS&T Unit**

Section 4.7(d) of the 1977-79 agreement in the PS&T unit provides for the granting of employee organization leave to union designees for the purposes of investigation of claimed grievances and processing of grievances. The employees on the attached list have been designated by the Public Employees Federation as grievance representatives eligible to be granted EOL under Section 4.7(d).

Agencies are authorized to grant EOL to the PEF grievance representatives on the attached list subject to the following conditions:

1. Eligibility for employee organization leave for the investigation of a claimed grievance or for the processing of a grievance shall be limited to one PEF steward or other PEF representative at one time for any single grievance.
2. Because PEF will have stewards in each work location, stewards will not be entitled to employee organization leave for the investigation or processing of grievances in work locations other than their own.
3. Because PEF will have stewards in each geographic location, stewards will be entitled to employee organization leave for travel in connection with grievance investigation and processing only if such travel time is required for attendance at a review meeting or hearing at any stage of the

grievance procedure which is conducted at a geographic location other than that where the steward and grievant are assigned.

(Notwithstanding the limitations established in paragraphs 1, 2 and 3 above, an agency may, at its discretion, approve the use of EOL by more than one PEF steward or other PEF representative for the investigation or processing of the same grievance, or may permit the use of EOL for the investigation or processing of a grievance at another work location or for travel, when the agency Employee Relations Officer or other appropriate management official believes that such approval will contribute to the effective utilization of the grievance procedure for the review and/or resolution of a grievance.)

4. To assure that the use of employee organization leave does not unduly interfere with the conduct of an agency's programs, a steward must obtain the advance approval of his immediate supervisor before absenting himself from his work station to engage in the investigation or processing of a grievance. The approval of the immediate supervisor shall not be withheld arbitrarily.
5. Use of employee organization leave pursuant to Section 4.7(d) shall be subject to all other conditions and practices governing the use of employee organization leave generally.
6. Use of employee organization leave pursuant to Section 4.7(d) shall continue to be governed by the interpretations promulgated in OER-74-3:  
    "The operative words in Section 4.7(d) are

investigation and processing. With regard to the former term, it is applicable only to the period of time prior to the filing of the grievance and through the second stage of the grievance procedure. After the second stage it would not appear that further investigation of the grievance should be necessary. It would be more appropriate to consider time, other than time spent at such hearings or reviews, as preparation time. Needless to say, employee organization leave is not authorized for "preparation time," although time off properly charged to employee credits should be liberally granted.

With regard to the term processing, this term is limited to such time as is reasonable and necessary for appearances at grievance hearings or reviews."

Employees named on the attached list are entitled to receive approval to use EOL for grievance representation, subject to the above conditions, retroactive to March 27. Such employees who would have been entitled to the use of EOL under these conditions, and who were absent from their work stations for grievance representation purposes and charged such absence to leave accruals, should be permitted to retroactively charge such absences to EOL and have their leave accruals restored.

Ms Elizabeth L. Hoke  
President  
The Public Employees  
Federation, AFL-CIO  
159 Wolf Road  
Albany, New York 12205-1189

June 4, 1985

Dear Ms Hoke:

I am writing to confirm the understanding of the parties in the negotiation of Article 4, Section 4.7(d) of the Agreement.

Section 4.7(d) provides that the Director of Employee Relations may grant additional Employee Organization Leave to designees of PEF under special circumstances.

In Article 21, Employment Continuity and Article 15, Supplemental Training, we have established "meet and confer" relationships. Time spent by PEF designees directly interacting with State representatives on these issues would be appropriately charged as EOL for labor/management committee participation under the provisions of Article 4, Section 4.7(c) of the Agreement. In addition to that need, however, we acknowledge that PEF has a need for study, review and internal preparation in connection with these "meet and confer" relationships. To respond to this need we therefore agree that up to 70 days of EOL in each year of this Agreement shall be made available to PEF under the provision of Section 4.7(d) for preparation purposes in connection with ful-



fillment of the "meet and confer" relationships established in Article 21 and Article 15.

Sincerely,

Thomas F. Hartnett

Countersigned for PEF:

Elizabeth L. Hoke

President

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**THE STATE OF NEW YORK**  
**and**  
**THE PUBLIC EMPLOYEES FEDERATION,**  
**AFL-CIO**  
**Concerning**  
**PERFORMANCE EVALUATION AND**  
**PERFORMANCE ADVANCES**

- I. Effective on the date of execution of this Memorandum of Understanding all previous memoranda, understandings and agreements between the Executive Branch of the State of New York (hereinafter "the State") and the Public Employees Federation, AFL-CIO (hereinafter "PEF") on the subject of Performance Evaluation and performance advances are discontinued. The PS&T Unit Performance Evaluation System, and the payment of performance advances to PS&T unit employees, shall be subject solely to the provisions of this Memorandum. Payment of performance advances in accordance with the provisions of this Memorandum is acknowledged by the State and PEF to constitute full and complete compliance with the provisions of Article 7, Section 7.9 of the 1985-88 State/PEF Agreement.
- II. The State and PEF acknowledge that performance evaluation is a management prerogative, and that the State has the full and complete authority to exercise its prerogative to evaluate its employees so long as it does so in a manner not inconsistent with any of

the provisions of Paragraphs III.A through III.D below.

**III. The PS&T Unit Performance Evaluation System shall include the following elements:**

- A. Each employee shall be provided with a written Performance Program at the beginning of his/her evaluation period.
- B. Performance evaluation shall occur at the end of the evaluation period, shall be based on the employee's Performance Program, and shall include both a narrative discussion of the employee's performance and a summary rating.
- C. An employee may attach written comments to his/her Performance Program and/or Performance Evaluation.
- D. Employees whose summary rating is below "Effective" shall be entitled to appeal such rating as described below:
  - 1. First, to an agency-level appeals committee consisting of three persons, one of whom shall be a designee of PEF, which shall make a non-binding recommendation to the agency head. An appeal to the agency-level appeals committee must be submitted within 15 calendar days of receipt of the evaluation.
  - 2. Second, if the decision of the agency head is to deny the first-level appeal, to a State-level committee consisting of three persons, one each designated by the State and PEF and the third selected by agreement of the other two, which shall render a final determination on the appeal. An appeal to the State-level appeals committee must be submitted within 15 calendar days of

receipt of the determination of the agency head.

3. The employee shall have the right upon request to make a personal appearance before both appeals committees to present facts and make arguments in support of the appeal. The employee shall be entitled to PEF representation before both appeals committees if he/she so elects.

4. The appeal procedure described in this Section D shall not be applicable to employees who are in probationary status.

IV. Performance advances shall be payable in accordance with the following provisions:

- A. Performance advances are defined as salary adjustments between the hiring rate and job rate of an employee's salary grade.
- B. Eligibility for performance advances shall be limited to employees in positions allocated to salary grades 1 through 37, and in unallocated positions equated for salary purposes to Grades 1 through 37, except unallocated trainee positions.
- C. Performance advances shall be one-third (one-fourth after June 6 or June 13, 1985) of the dollar value of the difference between the hiring rate and job rate of the salary grade to which the employee's position is allocated or equated.
- D. On and after April 1, 1985 each employee shall be eligible to receive a performance advance upon completion of each year of service in grade in full employment status at a basic annual salary rate which is below the job rate of his/her salary grade if his/her performance at the com-

pletion of such year of service is rated at least "Effective."

- E. Performance advances shall be effective on the first day of the first payroll period commencing twelve weeks after the payroll period in which the employee completes one year of service.
- F. The amount of any employee's first performance advance payable in accordance with the provisions of this Memorandum shall be reduced by the amount of any performance advance paid effective in the twelve months immediately preceding the effective date of the first performance advance.
- G. Performance advances payable for evaluation periods ending prior to the effective date of this Memorandum shall be paid in accordance with the provisions of the earlier Memoranda of Understanding.
- H. No employee's basic annual salary rate shall exceed the job rate of the employee's salary grade as a result of the addition of a performance advance.
- I. Promotion Adjustment:  
Employees who are eligible for a performance advance in a lower salary grade but are promoted or appointed to a higher salary grade before receiving their next advance in the lower grade and who have not received an advance in the higher grade are entitled to a reconstructed promotion salary reflecting the performance advance which they would have been paid in the lower grade and had the performance in that

grade been rated at least "Effective" or its equivalent.

J. Reduction in Grade:

Service in a higher salary grade by employees who are appointed or demoted to a lower salary grade is creditable toward the service in grade requirement for a performance advance in the lower salary grade.

K. Evaluation periods for employees in positions of Institution Teacher, and positions in other titles subject to the provisions of Section 136 of the Civil Service Law, shall be subject to an amended schedule to reflect the 10-month work year of these titles:

1. Employees in these titles whose work year is September 1-June 30 shall have an evaluation period of September 1-June 30.

2. Employees in these titles whose work year is a ten-month work year other than September 1-June 30 shall have an evaluation period consisting of ten months commencing on the first day of their work year.

3. These employees shall receive performance advances if they are rated at least "Effective, effective the first day of the following work year.

4. Employees in these titles shall be eligible for performance advances after the completion of each evaluation period during which they have been in full pay status for at least 150 working days.

V. Any questions or disputes arising from the interpretation or implementation of this Memorandum, or

any other questions or disputes arising from administration of the PS&T Unit Performance Evaluation System, shall be subject to labor/management discussion at the Agency-level and/or State-level as appropriate as their sole and exclusive means of resolution.

For the State:

Thomas F. Hartnett

For PEF:

Elizabeth L. Hoke

Date: March 19, 1984

Ms Elizabeth L. Hoke  
President  
Public Employees  
Federation, AFL-CIO  
159 Wolf Road  
Albany, New York 12205-1189

June 4, 1985

Dear Ms Hoke:

I am writing to confirm our understanding reached during the course of negotiation of the 1985-88 State/PEF Agreement.

In connection with the negotiation of Article 7, Section 7.9, we agreed to reduce the service requirement for performance advance eligibility for Institution Teachers and other employees covered by Section 136 of the Civil Service Law from 180 work days to 150 work days.

Sincerely,  
Thomas F. Hartnett



Ms Elizabeth L. Hoke  
President  
Public Employees Federation  
159 Wolf Road  
Albany, New York 12205-1189

June 4, 1985

Dear Ms Hoke:

I am writing to confirm our understanding in connection with the negotiation of Article 7, Section 7.10 of the 1985-88 State/PEF Agreement.

In connection with the negotiation of that section it was understood by the parties that the provisions of the January 15, 1982 letter from Meyer S. Frucher to John J. Kraemer on the subject of Section 7.5 of the 1982-85 State/PEF Agreement, a copy of which is attached, will continue to apply during the term of the 1985-88 Agreement.

Sincerely,  
Thomas F. Hartnett

Attachment

Mr. John J. Kraemer  
President  
Public Employees Federation  
258 Sawmill River Road  
Elmsford, New York 10523

January 15, 1982

Dear John:

I am writing to confirm our mutual understanding of the provisions of Article 7, Sections 7.5 (a) and (b) of the 1982-85 State/PEF Agreement.

We acknowledge that it is our intent that in situations where an employee's salary is at the job rate of his grade and is subsequently temporarily reduced below the job rate because of either (1) the mechanics of salary computation when titles are reallocated; or (2) the mechanics of salary computation connected with the implementation of Article 7, Sections 7.3 and 7.6 of the 1979-82 State/PEF Agreement, such a temporary drop below the job rate will not constitute a break in the required five years of service at the job rate required to qualify for performance awards under Section 7.5, so long as the employee's salary is at or above the job rate on the qualifying date(s) established in Section 7.5.

Sincerely,  
Meyer S. Frucher

Elizabeth L. Hoke  
President  
The Public Employees  
Federation, AFL-CIO  
159 Wolf Road  
Albany, New York 12205-1189

June 4, 1985

Dear Ms Hoke:

This is to confirm our discussion on the dual health enrollment provision of the State/PEF agreement. It is the intent of the State to prohibit two family enrollments among two State employees in a family unit. If one spouse is an employee of a participating subdivision, there shall be no impact on the coverage selected by the spouse who is a State employee.

Sincerely,  
Thomas F. Hartnett

Countersigned for PEF:  
Elizabeth L. Hoke  
President

Ms Elizabeth L. Hoke  
President  
The Public Employees  
Federation, AFL-CIO  
159 Wolf Road  
Albany, New York 12205-1189

June 4, 1985

Dear Ms Hoke:

This is to confirm our discussions that it is the intent of the State to actively explore, through the New York State/PEF Joint Committee on Health Benefits, the establishment for PEF represented employees of a toll-free telephone service administered by the Joint Committee.

In addition, it is the intent of the State to further clarify, through the Joint Committee, specifics of the new outpatient psychiatric benefit and especially the definition of spells of illness following which full benefits are reinstated.

Sincerely,  
Thomas F. Hartnett

Countersigned for PEF:  
Elizabeth L. Hoke  
President

Ms Elizabeth L. Hoke  
President  
Public Employees Federation  
159 Wolf Road  
Albany, New York 12205-1189

June 4, 1985

Dear Ms Hoke:

I am writing to confirm our understandings in connection with the negotiation of Article 14, Professional Development and Quality of Working Life Committee, of the 1985-88 State/PEF Agreement.

In the establishment of the funding level of the committee for each of its three years the parties agreed that funding equal to at least the levels specified below would be dedicated to the "Public Service Training Program," including administrative costs incurred by the GOER Program Planning and Development unit in conjunction with that program:

1985-86	\$1,352,312
1986-87	\$1,502,569
1987-88	\$1,652,824

It was further agreed by the parties that funding equal to at least the levels specified below would be dedicated to payment of administrative costs incurred by the GOER Program Planning and Development unit in the administration of the PS&T unit performance evaluation system:

1985-86	\$42,250
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1986-87	\$37,950
1987-88	\$41,745

In both cases it is understood that the administrative costs of the Program Planning and Development unit will include necessary staff costs.

Sincerely,  
Thomas F. Hartnett

Countersigned for PEF:  
Elizabeth L. Hoke  
President

Ms Elizabeth L. Hoke  
President  
The Public Employees  
Federation, AFL-CIO  
159 Wolf Road  
Albany, New York 12205-1189

June 4, 1985

Dear Ms Hoke:

This will confirm our mutual understanding of the provisions of Article 30, Verification of Doctor's Statement, Section 30.3, of the 1985-88 State/PEF Agreement.

The provision in Section 30.3 that medical information provided by an employee's physician in describing the cause of the employee's absence be brief in nature applies only to that part of the medical documentation which is the diagnosis. There is no restriction on other relevant information which would support use of sick leave credits, such as prognosis, expected date of return or other information properly required under the provisions of the New York State Attendance Rules.

Sincerely,  
Thomas F. Hartnett

Countersigned for PEF:  
Elizabeth L. Hoke  
President

Ms Elizabeth L. Hoke  
President  
The Public Employees  
Federation, AFL-CIO  
159 Wolf Road  
Albany, New York 12205-1189

Dear Ms Hoke:

In the course of the negotiations of the 1985-88 State/PEF Agreement the parties discussed the continuation of the Standby On-Call Rosters article from the 1982-85 Agreement.

As part of the parties' agreement to continue that article in the 1985-88 Agreement, the parties also agreed that the provisions of the 1979-82 side-letter on this subject, a copy of which is attached, will also continue to be in effect for the term of the 1985-88 Agreement.

Sincerely,  
Thomas F. Hartnett

Countersigned for PEF:  
Elizabeth L. Hoke  
President  
Attachment



Mr. John J. Kraemer  
President  
Public Employees Federation  
258 Sawmill River Road  
Elmsford, New York 10523

Dear Mr. Kraemer:

This will confirm our discussions regarding standby duty assigned to employees in the PS&T unit who are not eligible for payment for serving on Standby, On-Call Rosters under the provisions of Article 31 of the State/PEF agreement.

The State and PEF acknowledge that because of the nature of the duties of certain professional employees, and the requirements of the programs to which certain employees are assigned, it is sometimes necessary for the State to require such employees to be available for recall or to be available to perform certain activities during off-duty hours. The State and PEF also acknowledge that in agencies where such circumstances regularly occur, it is appropriate for agency-level labor/management committees to discuss steps that may be taken to reduce the resulting inconvenience to the employees, including the equitable distribution of such assignments and the provision of telephone answering services and/or paging devices to remove some of the restrictions on employees' mobility.

Sincerely,  
Meyer S. Frucher

Mr. James Brown  
Associate Director  
Governor's Office of Employee Relations  
Agency Building #2, Empire State Plaza  
Albany, New York 12223

November 22, 1985

Dear Mr. Brown:

I am writing to confirm our understanding in connection with the negotiation of Article 33 of the 85-88 State/PEF Agreement.

In connection with the negotiation of this Article, it was understood by the parties that the provisions of your letter to Mr. James Conti in regard to the Definition of Filing, a copy of which is attached, will continue to apply during the term of the 85-88 agreement.

Sincerely,  
Frank C. Greco  
Director of Labor  
Relations

FCG:er  
Attachment  
Countersigned for GOER:  
James Brown  
Associate Director

Mr. James Conti  
Executive Director  
Public Employees Federation  
159 Wolf Road  
Albany, New York 12205

November 6, 1982

Dear Jim:

There appears to be a contradiction of definitions within Article 33 of the 1982-85 agreement.

Section 33.7(c) defines "filing" as complete upon actual receipt, but 33.8 states that the timeliness of filings and appeals shall be determined by the date of mailing appearing on the postal receipt.

To resolve this, I would suggest that we agree to disregard the definition of filing contained in Section 33.7 and instead consider 33.8 to be applicable. For such purpose the term "postal receipt" as used in Section 33.8 would be interpreted as outlined in my May 26 letter to Ron Peretti confirming our agreement as to the interpretation of that term.

If you agree with the above, please confirm it by countersigning one copy of this letter and returning it to me. I believe it would be beneficial to both parties to complete this promptly so we can advise the agencies immediately and avoid any difficulties in the processing of currently pending disciplinary actions.

Sincerely,  
James D. Brown  
Assistant Director

June 4, 1985

Ms Elizabeth L. Hoke  
President  
The Public Employees  
Federation, AFL-CIO  
159 Wolf Road  
Albany, New York 12205-1189

Dear Ms Hoke:

This is to confirm the State's intent to continue for the duration of the 1985-88 State/PEF Agreement the understanding between the parties in the area of counseling as provided in the January 1982 side-letter on this subject, a copy of which is attached.

Sincerely,  
Thomas F. Hartnett

Countersigned for PEF:  
Elizabeth L. Hoke  
President

January 15, 1982

Mr. John J. Kraemer  
President  
Public Employees Federation  
10 Colvin Avenue  
Albany, New York 12206

Dear Mr. Kraemer:

Let this letter confirm our understanding in the area of Counseling:

Counseling is a means of instructing employees as to how performance can be improved; it is a constructive tool. In the event that an employee in the PS&T Unit receives a counseling memorandum that he alleges is a reprimand or discipline, he may submit a grievance pursuant to Article 34 of the Agreement asserting that he was denied the protections contained in Article 33, Discipline.

To further our understanding, the State will send to all agencies and facilities a memorandum setting out the purposes and philosophy of counseling.

Very truly yours,  
Meyer S. Frucher

Ms Elizabeth L. Hoke  
President  
The Public Employees  
Federation, AFL-CIO  
159 Wolf Road  
ALbany, New York 12205-1189

June 4, 1985

Dear Ms Hoke:

This is to confirm that the Memorandum of Interpretation between the State and PEF, dated May 23, 1984, a copy of which is attached, concerning disputes arising from the termination of probationary employees will continue during the duration of the 1985-88 State/PEF Agreement.

Sincerely,  
Thomas F. Hartnett

Countersigned for PEF:  
Elizabeth L. Hoke  
President  
Attachment

**MEMORANDUM OF INTERPRETATION**  
**Between**  
**THE EXECUTIVE BRANCH**  
**OF THE STATE OF NEW YORK**  
**And**  
**THE PUBLIC EMPLOYEES FEDERATION,**  
**AFL-CIO**

- I. The Executive Branch of the State of New York and the Public Employees Federation, AFL-CIO have met and conferred regarding the interpretation of Sections 34.1(a) and 34.1(b) of Article 34 of the 1982-85 Agreement between the parties.
- II. The parties have agreed that disputes arising from the termination of probationary employees do not fall within either the definition of a "contract grievance" as set forth in Section 34.1(a) or the definition of a non-contract grievance as set forth in Section 34.1(b).
- III. Therefore, notwithstanding the fact that such disputes may in the past have been reviewed under the Section 34.1(b) non-contract grievance procedure, the parties agree that any such disputes shall not be subject to any of the provisions of Article 34, Grievance and Arbitration Procedure, of the Agreement, except that this agreement shall not apply to such disputes which are the subject of non-contract

**grievances properly filed at Step 1 prior to the date of execution of this Memorandum.**

**For the State:**

**Thomas F. Hartnett**

**For PEF:**

**Joseph B. Sano**

**Date: May 23, 1984**



Ms Elizabeth Hoke  
President  
Public Employees Federation  
159 Wolf Road  
Albany, New York 12205-1189

June 4, 1985

Dear Ms Hoke:

I am writing to confirm the understandings of the parties in connection with the negotiation of Article 42, Child Care, of the 1985-88 State/PEF Agreement.

It was understood by the parties that necessary funding from the total funds available to the New York State Labor/Management Child Care Advisory Committee will be used for the following purposes:

1. Establishment of necessary centralized staff for the Committee.

2. Support of a contract with the Empire State Day Care Corporation under which that corporation will contract with the Committee to provide ongoing support, technical assistance and monitoring of the centers that have been approved for funding by the Committee.

Sincerely,  
Thomas F. Hartnett

Countersigned for PEF:  
Elizabeth L. Hoke President

## **MEMORANDUM OF PROCEDURE**

This is to confirm the procedure agreed upon by the State and the Public Employees Federation, AFL-CIO concerning the assignment to negotiating units and/or designation as Managerial/Confidential of new positions and reclassified positions.

1. The Department of Civil Service will periodically transmit to PEF listings reporting newly established positions and reclassifications, with a proposed negotiating unit or managerial/confidential designation for each position reported. The Governor's Office of Employee Relations will meet with PEF to discuss the proposed designations upon the request of either party.

2. PEF will have 60 days from the date of receipt of the listing to notify OER if they disagree with a proposed unit assignment or M/C designation.

3. In the event PEF disagrees with a proposed unit assignment or managerial/confidential designation, the unit assignment or managerial/confidential designation proposed by the State shall be considered to be tentative pending later resolution.

4. After PEF has had an opportunity to disagree with proposed unit assignments and M/C designations, OER shall report to PERB those unit assignments and M/C designations on which there is no disagreement and those on which there has been disagreement by PEF and which are therefore considered to be tentative.

5. All positions whose unit assignment or M/C designation is considered to be tentative will be placed in the unit or managerial/confidential group, as the case may be and so submitted to PERB, with the understanding that

at a later date these positions will be subject to such formal actions as either the State or PEF may choose to take in accordance with the provisions of Article 14 of the Civil Service Law during the month of June for new positions or reclassifications occurring during the preceding twelve month period.

6. The State agrees to maintain accurate records of positions and titles for which the unit assignment or M/C designation is tentative and to make them available to PEF at reasonable times upon request.

7. This procedure may be amended from time to time upon the mutual agreement of the parties.

For PEF:

Joseph B. Sano

For the State:

James Brown

Date: July 31, 1984

# 1986

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# 1987

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# 1988

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