

1988 - 1991

**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**

TABLE OF CONTENTS

ARTICLE NUMBER	PAGE
Bill of Rights.....	9
1 Recognition.....	10
2 Statement of Policy and Purpose.....	11
3 Unchallenged Representation.....	12
4 Employee Organization Rights.....	12
4.1 Exclusive Negotiations with PEF.....	12
4.2 Payroll Deductions.....	12
4.3 Bulletin Boards.....	13
4.4 Meeting Space.....	13
4.5 Access to Employees.....	14
4.6 Lists of Employees.....	14
4.7 Employee Organization Leave.....	15
4.8 Union Leave.....	16
4.9 Leave of Absence Information.....	16
5 Management Rights.....	17
6 No Strikes.....	17
7 Compensation.....	18
7.1 1988-89 Salary Increase.....	18
7.2 1988-89 Salary Schedule.....	18
7.3 1989-90 Salary Increase.....	19
7.4 1989-90 Salary Schedule.....	19
7.5 1990-91 Salary Increase.....	19
7.6 1990-91 Salary Schedule.....	19
7.7 Promotions.....	19
7.8 Applicability to Hourly, Part-Time and Per Diem Employees.....	20

ARTICLE NUMBER	PAGE
7.9 Performance Advances.....	20
7.10 Performance Awards.....	21
7.11 Recall and Inconvenience Pay and Locational Compensation.....	24
7.12 Holiday Pay.....	25
7.13 Lag Payroll.....	27
7.14 Overtime Compensation.....	27
8 Travel and Relocation Expenses.....	27
8.1 Per Diem Meal and Lodging Expenses.....	27
8.2 Mileage Allowance.....	29
8.3 Triborough Bridge Tolls.....	29
8.4 Extended Travel.....	30
8.5 Relocation Expenses.....	30
9 Health Insurance.....	30
10 Employee Benefit Fund.....	44
11 Accidental Death Benefit.....	45
12 Attendance and Leave.....	46
12.1 Holiday Observance.....	46
12.2 Determination of Holiday Shifts.....	47
12.3 Holiday Accrual.....	47
12.4 Vacation Credit Accumulation.....	47
12.5 Additional Vacation Credit.....	48
12.6 Vacation Scheduling.....	49
12.7 Vacation Use.....	50
12.8 Sick Leave Accumulation.....	50
12.9 Use of Sick Leave.....	51
12.10 Personal Leave Accumulation.....	51
12.11 Use of Personal Leave.....	51

ARTICLE NUMBER	PAGE
12.12 Accounting of Time Accruals.....	52
12.13 Absence-Extraordinary Circumstances.....	52
12.14 Tardiness for Members of Volunteer Fire Departments, Volunteer Ambulance Services and Enrolled Civil Defense and Civil Air Patrol Volunteers.....	52
12.15 Leave for Professional Meetings.....	52
12.16 Leave for Professional Examinations.....	53
12.17 Maintenance of Time Records.....	53
12.18 Leave for Bereavement or Family Illness.....	54
12.19 Part Time, Per Diem and Hourly Employees.....	54
12.20 Sick Leave at Half Pay.....	55
12.21 Maternity and Child Rearing Leave.....	56
12.22 Voluntary Reduction in Work Schedule program.....	57
13 Workers' Compensation Benefit.....	57
14 Professional Development and Quality of Working Life Coordinating Committee.....	62
15 Professional Development Committee.....	63
16 Staffing.....	65
16.1 Eligible Lists.....	65
16.2 Alternate Examination Dates.....	66
16.3 Leave-Probationary Employees.....	66
17 Out of Title Work.....	66
18 Health and Safety.....	69

ARTICLE NUMBER	PAGE
19 Parking.....	74
20 Review of Personal History Folder.....	75
21 Employment Continuity.....	77
22 Protection of Employees.....	79
23 Layoffs in Non-Competitive Class.....	79
24 Labor/Management Meetings.....	80
25 Seniority.....	82
26 Institution Teachers.....	84
26.1 School Calendars.....	84
26.2 Payroll.....	84
26.3 Special Holidays.....	84
26.4 Leave.....	85
27 Reimbursement for Property Damage.....	85
28 Distribution of Directives,	
Bulletins, or Instructions.....	86
29 Emergency First Aid.....	86
30 Verification of Doctor's Statement.....	86
31 Standby On-Call Rosters.....	88
32 Workweek and Workday.....	90
33 Discipline.....	92
33.1 Applicability.....	92
33.2 Purpose.....	93
33.3 Employee Rights.....	93
33.4 Suspension or Temporary Reassignment	
Before Notice of Discipline.....	95
33.5 Disciplinary Procedure.....	99
33.6 Settlements.....	105
33.7 Definitions.....	106

ARTICLE NUMBER	PAGE
33.8 Timeliness.....	106
33.9 Time Limits.....	106
33.10 Changes in Shift, etc.....	106
34 Grievance and Arbitration Procedure.....	107
34.1 Definitions of a Grievance.....	107
34.2 Requirements for Filing Contract Grievances.....	107
34.3 Representation.....	108
34.4 Grievance Steps.....	109
34.5 Procedures Applicable to Grievance Steps.....	112
35 Resignation.....	115
36 No Discrimination.....	116
37 Indemnification.....	117
38 Overtime Meal Allowances.....	122
39 Clinical Privileging and Credentialling.....	122
40 Credit Union Space.....	123
41 Payroll.....	123
41.1 Computation on 10-day Basis.....	123
41.2 Delivery and Dating of Checks.....	123
41.3 Deductions for Employee Credit Unions.....	123
41.4 Salary and Deduction Information.....	124
42 Child Care Centers.....	124
43 Employee Assistance Program.....	127
44 Joint Committee on Institutional Issues.....	127
45 Benefits Guaranteed.....	129
46 Printing of Agreement.....	129
47 Conclusion of Collective Negotiations.....	130

ARTICLE NUMBER	PAGE
48 Severability.....	130
49 Approval of the Legislature.....	131
50 Duration of Agreement.....	131
Appendix I....Salary Schedules.....	134
Appendix II....Side Agreements.....	142
Seasonal Employees.....	142
Payroll Data.....	144
Housing and Meal Charges.....	150
Parking.....	152
Appendix III...Memoranda of Understanding.....	155
EOL-Grievance Representatives.....	157
EOL-Joint Committees.....	160
Performance Evaluation and Advances.....	162
Performance Awards - Temporary	
Drop Below Job Rate.....	168
Dual Health Enrollment.....	169
Verification of Doctor's Statement.....	170
Standby On-Call Rosters.....	171
Counseling.....	173
Probationary Termination.....	174
Negotiating Unit Designation.....	177
Political Contribution Deduction Checkoff.....	179
American Express Card Program.....	184
Meal Allowances for Non-Overnight Travel.....	186
Job Evaluation System.....	189
Vacancy Posting.....	190
Performance Evaluation.....	193
Workers' Compensation.....	195

ARTICLE	PAGE
Vacation Maximum, Full-time to Part-time.....	197
Holiday Pay Waiver.....	199
Tuition Benefit.....	200
Appendix IV....Workers' Compensation Benefit..	202
Appendix V....VRWS Guidelines	210

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.

10. This 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 employees.

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. The State shall provide for payroll deduction of employees' voluntary contributions to the New York State Public Employees Federation Committee on Political Education (PEF/COPE) in accordance with the conditions established in the parties' October 17, 1986 agreement.

4.3 Bulletin Boards

(a) The State shall provide a reasonable amount of exclusive bulletin board space in an accessible place in each area occupied by a substantial number of employees for the purpose of posting bulletins, notices and material issued by PEF, which shall be signed by the designated official of PEF or its appropriate division. No such material shall be posted which is profane or obscene, or defamatory of the State or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof. No other employee organization except employee organizations which have been certified or recognized as the representative for collective negotiations of other State employees employed at such locations shall have the right to post material upon State bulletin boards.

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

4.4 Meeting Space

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

pursuant to rules of the department or agency concerned.

(b) No other employee organization, except employee organizations which have been certified or recognized as the representative for collective negotiations of other State employees, shall have the right to meeting space in State facilities.

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

4.5 Access to Employees

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

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

4.6 Lists of Employees

The State, at its expense, shall furnish the President of PEF, on at least a quarterly basis, information showing the

name, address, unit designation, social security number and payroll agency of all new employees and any current employee whose payroll agency or address has changed during the period covered by the report.

4.7 Employee Organization Leave

(a) The State shall grant a total of 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. Such Employee Organization Leave shall be limited to three (3) days each for up to one-thousand (1000) persons. 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 succes-

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

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

4.8 Union Leave

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

4.9 Leave of Absence Information

The State shall provide an employee who is going on an authorized leave of absence with information regarding

continuation of coverage under the State's Health and Dental Insurance Programs during such leave. The State shall also provide to such employee a memorandum prepared by PEF regarding necessary payments for PEF dues and insurance premiums during such leave.

ARTICLE 5

MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the State are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the State; to determine the facilities, methods, means and number of personnel required for conduct of State programs; to administer the Merit System, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force, to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE 6

NO STRIKES

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

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

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

ARTICLE 7

COMPENSATION

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

7.1 1988-89 Salary Increase

Effective on the first day of the sixth payroll period of 1988 (June 9, 1988 * for the Administrative Payroll and June 16, 1988 for the Institutional Payroll) the basic annual salary of employees in full-time employment status on June 8, 1988 (Administrative Payroll) and June 15, 1988 (Institutional Payroll) will be increased by five (5) percent.

7.2 1988-89 Salary Schedule

Effective on the first day of the sixth payroll period of 1988 (June 9, 1988 * for the Administrative Payroll and June 16, 1988 for the Institutional 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 1987-88 salary schedule increased by five (5)

*Such increases as specified in this Article shall become effective on the first day of the payroll period nearest to the stated date, in the manner provided in Section 44(8) of the New York State Finance Law.

percent. The job rates shall be the job rates of the 1987-88 salary schedule increased by five (5) percent.

7.3 1989-90 Salary Increase

Effective April 1, 1989* the basic annual salary of employees in full-time employment status on March 31, 1989 shall be increased by five (5) percent.

7.4 1989-90 Salary Schedule

Effective April 1, 1989* 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 1988-89 salary schedule increased by five (5) percent. The job rates shall be the job rates from the 1988-89 salary schedule increased by five (5) percent.

7.5 1990-91 Salary Increase

Effective April 1, 1990* the basic annual salary of employees in full-time employment status on March 31, 1990 shall be increased by five and one-half (5.5) percent.

7.6 1990-91 Salary Schedule

Effective April 1, 1990* 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 1989-90 salary schedule increased by five and one-half (5.5) percent. The job rates shall be the job rates from the 1989-90 salary schedule increased by five and one-half (5.5) 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

(a) 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, 1988, 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, except that performance

advances paid as a result of performance evaluations for twelve-month performance periods that end on or after October 1, 1988 shall be an amount equal to one-fifth 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.

(b) The State/PEF Memorandum of Understanding Concerning Performance Evaluation and Performance Advances shall be amended to incorporate the following revisions:

(1) Except as provided in sub-section 2 below, performance advances paid as a result of performance evaluations for twelve-month evaluation periods that end on or after October 1, 1988 shall be effective the first day of the first payroll period following completion of the twelve-month evaluation period.

(2) Performance advances paid as a result of performance evaluations for twelve-month evaluation periods that end on or after October 1, 1988, that result in an increase of the employee's salary to the job rate of the grade, shall be effective the first day of the payroll period within which the date of completion of the twelve-month evaluation period occurs.

7.10 Performance Awards

(a) 1988-89

(1) Each employee who as of March 31, 1989, 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

1988 was higher than "Below Minimum" or the equivalent, shall receive a five year Performance Award.

(2) Each employee who as of March 31, 1989, 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 1988 was higher than "Below Minimum" or the equivalent, shall receive both a five year Performance Award and a ten year Performance Award.

(b) 1989-90

(1) Each employee who as of March 31, 1990, 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 1989 was higher than "Below Minimum" or the equivalent, shall receive a five year Performance Award.

(2) Each employee who as of March 31, 1990, 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 1989 was higher than "Below Minimum" or the equivalent, shall receive both a five year Performance Award and a ten year Performance Award.

(c) 1990-91

(1) Each employee who as of March 31, 1991, 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 1990 was higher than "Below Minimum" or the equivalent, shall receive a five year Performance Award.

(2) Each employee who as of March 31, 1991, 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 1990 was higher than "Below Minimum" or the equivalent, shall receive both a five year Performance Award and a ten year Performance Award.

(d) 1988-89 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, 1989 or a pro-rata share of that amount for employees in part-time employment status on that date, and shall be paid in April, 1989. 1989-90 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, 1990 or a pro-rata share of that amount for employees in part-time status on that date, and shall be paid in April, 1990. 1990-91 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, 1991 or a pro-rata share of that amount for employees in part-time employment status on that date, and shall be paid in April, 1991.

(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 receive a performance advance in the amount of one-fifth of the difference between the hiring rate and the job rate of their grade, and who receive such advance as a result of a performance evaluation for a twelve-month evaluation period that ends on or after October 1, 1988 and before October 1, 1989, and who would have had their salary increased to the job rate of their grade if on that date they had received an advance equal to one-fourth of the difference between the hiring rate and the job rate of their grade, shall, solely for the purpose of determining eligibility for performance awards in future years, be considered to have been paid at the job rate from the date of such performance advance until the date of their next performance advance; except that this provision shall not apply to employees who during such period move to a position in a higher salary grade, have a break in continuous service, or receive a performance evaluation that would disqualify them from a performance advance.

7.11 Recall and Inconvenience Pay and Locational Compensation

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

(b) Those employees in Monroe County who were

receiving \$200 location pay on March 31, 1988 will continue to receive such location pay throughout this Agreement as long as they remain otherwise eligible. Employees in New York City, Nassau, Rockland, Suffolk and Westchester Counties who would have been eligible to receive location pay if it had continued will receive a downstate adjustment in lieu of location pay.

(c) Effective June 9, 1988* (Administration Payroll) and June 16, 1988* (Institution Payroll) the downstate adjustment will be increased to \$633 per year.

(d) Effective April 1, 1989* the downstate adjustment will be increased to \$665 per year.

(e) Effective April 1, 1990* the downstate adjustment will be increased to \$701 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 pro-rated. 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, 1988 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 pro-rated. 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. Pursuant to Article 12, Section 12.1(c) of this Agreement, such compensation for the Christmas holiday in calendar year 1988 shall only be paid for work on December 25, 1988.

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 Overtime Compensation

Compensation for overtime work will continue to be subject to all applicable statutes, rules and regulations, except that on and after October 1, 1990, all positions in the PS&T unit allocated or equated to Grades 22 and below shall be deemed to be eligible to receive overtime compensation.

ARTICLE 8

TRAVEL

Travel/Relocation Expense Reimbursement

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, 1988.

(1) In the City of New York and the counties of Nassau, Suffolk, Rockland and Westchester, not to exceed \$50, 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, except as specified by the Comptroller in accordance with law.

(3) In places elsewhere within the State of New York not to exceed \$35, except as specified by the Comptroller in accordance with law.

(4) In places outside the State of New York, at least \$50 per day except as specified by the Comptroller in accordance with law.

(b) Receipted Expenses — Effective June 2, 1988.

(1) Receipted lodging and meal expenses for authorized overnight travel in locations within and outside of New York State shall be reimbursed to a maximum of published per diem rates as specified by the Comptroller. Said rates shall be equal to the combined per diem lodging and meal reimbursement rate provided by the Federal government to its employees in such locations, except that in Rockland County receipted lodging and meal expenses shall be reimbursed according to the Comptroller's rates in effect on March 31, 1988 until the combined per diem lodging and meal reimbursement rate provided by the Federal government to its employees equals or exceeds that rate. At that time, the Federal rate will apply.

(2) In locations for which no specific rate is published, receipted lodging and meal expenses for authorized overnight travel in locations within and outside of New York State shall be reimbursed to a maximum of the combined per diem lodging and meal reimbursement rate provided by the Federal government to its employees for such locations.

(3) The rates in (1) and (2) above shall be revised prospectively in accordance with any revision made in the

per diem rates provided by the Federal government to its employees.

(4) 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

Effective April 1, 1988 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.

8.3 Triborough Bridge Tolls

The State agrees, contingent upon continuation of Legislative approval of recommended funds, to continue payment for car tolls over the Triborough Bridge for employees employed at and not residing at facilities on Ward's Island, New York, operated by the New York State Department of Mental Hygiene for the reason that

(a) heretofore, free ferry service was provided to the Island, which service has been discontinued, and

(b) there is no way for such employees to reach their work by car except over a toll bridge. PEF agrees that the correction of the situation at this work location will not and cannot be used as a precedent to seek payment of fares or tolls at other work locations.

8.4 Extended Travel

The State agrees to provide \$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 regulations 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, 1988, 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) Effective January 1, 1989, a new mandatory precertification program will replace the current Empire Plan pre-admission review and second surgical consulta-

tion programs. Precertification will be required for all elective (non-emergency, non-urgent, non-maternity) inpatient admissions and all designated surgical procedures, regardless of proposed inpatient or outpatient setting.

The enrollee (patient) will have initial responsibility to contact the precertification center, and the center will contact the patient's physician. As a result of the discussion with the patient's physician, the center will determine whether recommended medical care or surgery should be done in an inpatient or outpatient setting. In the event surgery is proposed, the center will also determine if a second surgical consultation is required. The physician, enrollee (patient) and hospital, as appropriate, will receive written confirmation of the determination.

Inpatient hospital admissions not precertified, either because of failure to request precertification or because the inpatient setting is deemed inappropriate by the Plan, will be paid subject to a \$250 hospital deductible. In these instances, retroactive review of the necessity of services received shall be performed. For each day deemed inappropriate for an inpatient setting, an additional \$100 deductible shall be incurred by the enrollee.

If a second opinion on the need for surgery is not obtained, as required, plan benefits for the surgery will be paid, using the same formula applied by the predecessor second surgical consultation program.

The scope of the revised second surgical consultation program, including designation of procedures for which a second surgical opinion will be required, will be subject to approval by the Joint Committee on Health Benefits.

Appeal procedures relating to both the precertification

and second surgical consultation program requirements will also be established by the Joint Committee on Health Benefits.

(b) Charges for outpatient hospital services, covered by the hospital contract, excluding emergency room services, will be subject to an \$8 copayment, per outpatient visit, for such services received on or after January 1, 1989. In addition, there will be an \$8 copayment for covered services for the treatment of alcohol or substance abuse. These copayments will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting or for the following covered chronic care outpatient services; chemotherapy, radiation therapy, physical therapy, hemodialysis, or any other chronic care services agreed to by the Joint Committee on Health Benefits.

(c) The Empire Plan shall include medical/surgical coverage through use of participating providers who will accept the Plan's schedule of allowances as payment in full for covered services. Except as noted below, 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.

(1) Effective January 1, 1989, office visit charges by participating providers will be subject to an \$8.00 copayment by the enrollee, with the balance of covered scheduled allowances paid directly to the provider by the Plan.

(2) Effective January 1, 1989, all covered surgical procedures performed by participating providers during a visit will be subject to an \$8.00 copayment by the enrollee.

(3) Effective January 1, 1989, all covered radiology services performed by participating providers during a visit will be subject to an \$8.00 copayment by the enrollee.

(4) Effective January 1, 1989, all covered diagnostic/laboratory services performed by participating providers during a visit will be subject to an \$8.00 copayment by the enrollee.

(5) The office visit, surgery, radiology and diagnostic/laboratory copayment amounts may be applied against the major medical copayment maximum, however they will not be considered covered expenses for major medical.

(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.

(1) Effective January 1, 1989 the ambulatory surgery procedures outlined in the Memorandum of Understanding dated November 18, 1982, will be covered to the same extent as all other covered surgical procedures under both the participating provider and major medical portions of the Empire Plan.

(2) Effective January 1, 1989, Empire Plan coverage for ambulance services, other than when supplied by the admitting hospital, will be provided by major medical. Up to \$50.00 of covered charges for professional ambulance service will be provided by major medical without deductible or co-insurance. Other coverage for ambulance services under major medical, in effect on March 31, 1988, will also continue.

(e) The Empire Plan participating provider schedule of allowances and the major medical reasonable and customary levels will be at least equal to those levels in effect on March 31, 1988.

(f) The State agrees to pay 90 percent of the cost of the individual coverage and 75 percent 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, effective January 1, 1989, agrees to pay 90 percent of the cost of individual coverage and 75 percent of dependent coverage under each participating HMO.

9.3 PEF Empire Plan Enhancements

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

(a) Effective January 1, 1989, the Major Medical component deductible shall be \$130 per enrollee; \$130 per enrolled spouse; and \$130 per all dependent children.

(l) The last quarter carryover provision of the major medical component will be discontinued effective January 1, 1989.

(b) Effective January 1, 1989 the maximum annual co-insurance out-of-pocket expense under the major medical component shall be \$625 per individual or family. Covered expenses for outpatient treatment by a psychiatrist, psychologist or certified social worker are excluded in determining the maximum annual co-insurance limit.

(c) Effective January 1, 1989, employees 50 years of age or older shall be allowed reimbursement up to \$125 once every two years towards the cost of a routine physical examination. Covered spouses 50 years of age or older shall be allowed reimbursement up to \$75 once every two years towards the cost of a routine physical examination. These benefits shall not be subject to deductible or co-insurance.

(d) The newborn routine child care allowance under the

major medical component shall be \$100, not subject to deductible or co-insurance.

(e) Effective January 1, 1989, the annual and lifetime maximum for each covered member under the major medical component shall be unlimited.

(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 in any 36-month period, not subject to deductible or co-insurance.

(g) Effective January 1, 1989, office visit charges by participating providers for well child care will be excluded from the office visit copay.

(h) Effective January 1, 1989, charges by participating providers for professional services for allergen immunotherapy in the prescribing physician's office or institution will be excluded from the office visit copayment.

(i) Effective January 1, 1989, chronic care services for chemotherapy, radiation therapy, or hemodialysis, and major injuries or diseases that require long-term doctor visits approved by the Joint Committee on Health Benefits, will be excluded from the office visit copayment.

(j) Effective January 1, 1989, in the event that there is both an office visit charge and an office surgery charge by a participating provider in any single visit, the covered individual will be subject to a single \$8.00 copayment.

(k) Effective January 1, 1989, outpatient radiology services and diagnostic/laboratory services rendered during a single visit by the same participating provider will be subject to a single \$8.00 copayment.

(l) Effective January 1, 1989, the cost of oral and injectable substances for routine preventive pediatric immunizations shall be a covered benefit under the Empire Plan.

(m) Effective January 1, 1989, mastectomy bras prescribed by a physician, including replacements when it is functionally necessary to do so, shall be a covered benefit under the Empire Plan.

(n) A Health Insurance Premium Flexible Spending Account shall be established as soon as practicable on a date agreed to by the Joint Committee on Health Benefits.

(o) The continuation provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), will be implemented for PEF enrollees and their covered dependents, as of January 1, 1989.

(p) The Participating Provider Panel shall be expanded to include, but not be limited to, selected Durable Medical Equipment Providers who shall offer durable medical equipment at discounted prices.

9.4 Until such time as a managed care program for psychiatric services is implemented by the State and the Joint Committee on Health Benefits, the concurrent inpatient psychiatric review program will continue for Empire Plan enrollees. Inpatient confinements for psychiatric care will be reviewed by psychiatric professionals to ensure that the treatment rendered is in the best interest for the patient.

9.5 The State shall incorporate the Voluntary Catastrophic Medical Case Management Program within the Empire Plan by January 1, 1989. This voluntary program will review cases of catastrophic illness or injury, provide patients an opportunity for flexibility in Plan benefits, maximize rate of recovery, and maintain quality of care.

9.6 Effective July 1, 1988, there shall be a waiting period of fifty-six (56) days after employment before a new employee shall be eligible for enrollment under the State's health insurance program.

9.7(a) The State health insurance plan's 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.

(b) Employees eligible to enroll in the State Health Insurance Program may select individual or individual and dependent coverage (family). Those eligible and enrolling for family coverage must provide the names of all eligible dependents to the Plan administrator in order for family coverage to become effective. Employees enrolling without eligible dependents, or those who choose not to enroll their eligible dependents, will be provided individual coverage.

9.8(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 this 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 subsequently rehired, the employee shall retain eligibility for health insurance coverage upon rehire, 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.

9.9 Eligible employees in the State Health Insurance Plan may elect to participate in a federally qualified or State certified Health Maintenance Organization which has been approved to participate in the State Health Insurance Program by the Joint Committee on Health Benefits.

If more than one HMO services the same area, the Joint

Committee on Health Benefits reserves the right to approve a contract with only one such organization.

9.10(a) Enrollees may change their health insurance option each year throughout the month of November, unless another period is mutually agreed upon by the State and the Joint Committee on Health Benefits. Changes between options will be permitted without regard to the enrollee's age or the number of previous transfers. If rate renewals are not available by the time of the option transfer period, then the option transfer period shall be extended to assure ample time for enrollees to transfer.

(b) The State shall provide health insurance comparison information to employees, through State agencies, prior to the beginning of an option 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 option transfer period.

9.11(a) Continued health insurance coverage will be provided for the unremarried spouse and other eligible dependents of employees who die in State service under circumstances for which they are eligible for the accidental death benefit or for weekly cash workers' compensation benefits under the conditions prescribed in Section 165 of the Civil Service Law.

(b) If an employee is granted a service-connected disability retirement by a retirement or pension plan or system administered and operated by the State of New

York, the State will continue the health insurance of that employee on the same basis as any other retiring employee, regardless of the duration of the employee's service with the State.

9.12 A permanent full-time employee who loses employment as a result of the abolition of a position on or after April 1, 1977 shall continue to be covered under the State health insurance plan at the same contribution rate as an active employee for one year following such layoff or until reemployment by the State or employment by another employer, whichever first occurs.

9.13(a) The unremarried spouse 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.

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

9.15 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 3 representatives selected by PEF and 3 representatives selected by the State.

(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: 1988-89: \$275,000; 1989-90: \$300,000; 1990-91: \$325,000.

(c) The Joint Committee shall work with appropriate State agencies to review and oversee the various health plans available to employees represented by PEF.

(d) The Joint Committee's area of review and oversight shall include but not be limited to the following areas:

(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 revised benefit booklets, descriptive literature and claim forms;

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

(5) The establishment of methods and procedures for review of disputed claims.

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

(e) The annual HMO review process shall be continued.

(f) 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.

(g) The Joint Committee shall be provided with each

carrier rate renewal request upon submission and be briefed in detail periodically on the status of the development of each rate renewal. The Joint Committee shall be briefed on a quarterly basis by the carriers of any trends and/or developments that may impact the cost of the Empire Plan.

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

(i) The Joint Committee on Health Benefits shall work with appropriate State agencies to monitor future employer and employee health plan cost adjustments and to make mutually agreed upon changes in the Plan benefit structure where appropriate, throughout the term of this Agreement.

(j) The Joint Committee shall work with the State to contract with a qualified organization(s) to administer the reviews of hospital services (precertification, concurrent and retrospective); the second surgical consultation program; the program of inpatient and outpatient managed psychiatric care and managed alcohol and other substance addiction treatment; and the program of voluntary catastrophic medical case management, under the Empire Plan.

(k) The Joint Committee shall work with appropriate State agencies and external sources to conduct an extensive and thorough review and analysis of current plan administration and benefit plan design and utilization. Recommendations on ways to improve the effectiveness of plan operations that focus on maintaining the quality of benefits while establishing stable and affordable costs, will be solicited from such State agencies and external sources. A major focus of the study will be hospital, phy-

sician and other provider practice patterns which affect utilization levels and subsequently impact employer and employee costs.

The State shall seek the appropriation of funds by the Legislature for fiscal 1988-89 to support this comprehensive plan study.

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

9.16 The State and the Joint Committee on Health Benefits shall review the existing programs for psychiatric services and alcohol and substance abuse treatment coverage. A revised program(s) for managed care for psychiatric services and alcohol and substance abuse treatment shall be implemented by the State and the Joint Committee on Health Benefits on January 1, 1989, or as soon as practical thereafter.

9.17 Appropriate descriptive material relating to any changes in benefits as a result of this Agreement shall be distributed to each State agency for internal distribution to enrollees prior to the effective date of the change in benefit. The State shall also take all steps necessary to provide revised health insurance booklets to every enrollee as soon as practically possible.

9.18 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.

9.19(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.

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

9.21 Until the managed psychiatric, alcohol and substance abuse care program becomes effective, outpatient psychiatric benefits shall remain as defined by the contract in force on March 31, 1988.

9.22(a) When more than one family member is eligible to enroll for coverage under the State's health insurance program, 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 program, 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.

(b) Effective January 1, 1989, where both spouses are employees of the State, at the option of the couple, one

family policy may be elected with the State paying the entire monthly cost of the family coverage. In the event of termination of employment, death, disability or retirement of one of the employees or divorce, continued coverage will be made available to the parties for individual or family policy without evidence of insurability, regardless of the date of the next open transfer period.

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 \$138.75 per employee for each quarter of the year beginning April 1, 1988 and ending March 31, 1989, \$150.00 per employee for each quarter of the year beginning April 1, 1989 and ending March 31, 1990 and \$161.25 per employee for each quarter of the year beginning April 1, 1990 and ending March 31, 1991: 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.

ARTICLE 11

ACCIDENTAL DEATH BENEFIT

11.1 In the event an employee dies subsequent to the effective date of this Agreement 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 in the amount of \$50,000 to the employee's surviving spouse and children to whom the Workers' Compensation Accidental Death Benefit is paid and in the same proportion as the Workers' Compensation Accidental Death Benefit is paid. However, in the event that the Workers' Compensation Accidental Death Benefit is paid to the deceased employee's estate, the State shall pay this death benefit to the employee's estate.

11.2 Children of an employee who received an Accidental Death Benefit paid by the State under the terms of Section 11.1 above, and who thereafter enroll in and attend any college or other unit of the State University of New York, shall receive from the State a payment equal to the amount of the tuition cost for each semester they are

enrolled and in attendance at such college or other unit.

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) In view of the fact that Monday, December 26, 1988 will be observed as the official State Christmas Day

holiday, and Monday, January 2, 1989 as the official State New Year's Day holiday, employees whose work schedule includes December 25, 1988 and/or January 1, 1989 shall observe the holiday on those dates, or if required to work may receive additional compensation or compensatory time off in accordance with Section 7.12 of this Agreement. In such event, for these employees, December 26, 1988 and January 2, 1989 will not be considered a holiday.

(d) 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 Determination of 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 Vacation Credit Accumulation

(a) Annual Leave shall be credited in accordance with the New York State Attendance Rules, except that em-

employees first hired on or after April 1, 1988 shall not earn the "additional vacation credits" that would otherwise be earned upon the completion of their first and second full years of continuous service under the terms of Section 21.2(c) of the Attendance Rules.

(b) 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.

(c) An employee's vacation credit accumulation may exceed the maximum, provided, however, that the employee's balance of vacation credits may not exceed 40 days on April 1 of any year after 1988.

12.5 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.

12.6 Vacation Scheduling

(a) Assignment of vacation time off shall be made at the times desired by an employee to the extent practicable in 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.

12.7 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.

12.8 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 credited with Personal Leave at the rate of three days per year for the first five years of employment, 3.5 days for the sixth year, 4 days for the seventh year, 4.5 days for the eighth year, and 5 days per year for the ninth and subsequent years.

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 two days per year without charge to leave credits to attend conferences or seminars of recognized professional organizations, such conferences or seminars to be directly related to the employee's profession or professional duties. Absences under this provision may be restricted to 10 percent of the profession in the operating unit (e.g., institution, hospital, college, main office or other appropriate facility). Requests for such leave shall be approved to the extent that such absence would not interfere with the proper conduct of governmental functions. Such leave shall not be cumulative and if not used shall be cancelled at the end of each year of this Agreement. Unused leave shall not be liquidated in cash at the time of separation, retirement or death.

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

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 limited 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 prorated 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 Sick Leave at Half Pay

(a) Employees who earn sick leave at the rate of ten days per year under the provisions of Section 12.8(a) above shall be granted sick leave at half-pay subject to the following conditions:

(1) Such sick leave at half-pay shall be available only to permanent employees who have completed at least one full year of service.

(2) Such sick leave at half-pay shall be available only for absences caused by the personal incapacity of the employee as verified by medical documentation furnished by the employee and acceptable to the appointing authority; it shall not be available for bereavement leave, leave for family illness, or scheduled medical, dental or related appointments.

(3) Such sick leave at half-pay shall only be available after all of the employee's other leave credits, including annual leave, personal leave, sick leave and holiday compensatory time, have been exhausted.

(4) Such sick leave at half-pay shall only be available for use after at least ten consecutive days of absence, at least five of which have been charged to sick leave; except that the requirement that at least five days of such absence must have been charged to sick leave may be waived at the discretion of the appointing authority when, in the opinion of the appointing authority, based on a review of the specific circumstances of the specific case, the imposition of that requirement would impose an undue hardship.

(5) Except as otherwise provided in this Section 12.20, the use of such sick leave at half-pay shall be subject to all existing procedural requirements established in the Attendance Rules or at the agency and/or facility level governing the use of sick leave at half-pay.

(6) The cumulative total of such sick leave at half-pay any employee shall receive shall be 1.5 days for each six months of service the employee has completed after April 1, 1985.

(b) Employees who receive sick leave at half-pay under the provisions of sub-section (a) above shall have that number of days of such sick leave at half-pay deducted from the number of days of sick leave at half-pay they are otherwise eligible to receive at the discretion of their appointing authority under the provisions of Section 21.5 of the Attendance Rules.

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.

12.22 Voluntary Reduction in Work Schedule Program

The Voluntary Reduction in Work Schedule program, as described in the Program Guidelines reproduced in Appendix V, shall be continued for the term of this Agreement. Disputes arising from the denial of VRWS requests shall be reviewed only in accordance with the procedures established in Paragraph 12 of the Guidelines, and not under Article 34. Other disputes arising in connection with this provision shall be subject to review through the procedure established in Article 34, Section 34.1(b) of this Agreement.

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 com-

pensable 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 considered 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.

ARTICLE 14

PROFESSIONAL DEVELOPMENT AND QUALITY OF WORKING LIFE COORDINATING COMMITTEE

14.1 A Professional Development and Quality of Working Life Coordinating Committee shall be established to coordinate and oversee the activities of the issue-specific joint committees established pursuant to Articles 15, 18, 21, and 44 of this Agreement and to undertake professional development and/or quality of working life initiatives that are not within the sphere of any of the issue-specific joint committees.

14.2 The Professional Development and Quality of Working Life Coordinating Committee shall consist of the Director of the Governor's Office of Employee Relations (or the Director's designee) and the President of PEF (or the President's designee).

14.3 The Professional Development and Quality of Working Life Coordinating Committee shall meet at least monthly, and shall meet at least quarterly with the State and PEF chairs of each of the issue-specific joint committees listed in Section 14.1 above. The Committee shall establish by agreement such other operating procedures as it shall deem necessary to perform its functions.

14.4 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 of \$1,625,000 for the first year of this Agreement and \$1,950,000 each year for the second and third years of this Agreement to fund the operation and activities of the Committee. The Committee shall, by agreement, allocate this funding for its own purposes and among the issue-

specific joint committees listed in Section 14.1 above. The Committee shall make funds available to the Professional Development Committee, in amounts not to exceed \$1,000,000 in the first year of this Agreement and \$1,200,000 each year in the second and third years of this Agreement, to operate a tuition reimbursement program as described in Article 15, Section 15.3.

14.5 The Professional Development and Quality of Working Life Coordinating Committee shall undertake the design, development and implementation of a comprehensive analysis of occupational stress factors in the PS&T Unit. The first phase of such study shall be a review and evaluation of research on this subject that has already been completed to determine the applicability of such research and its results to employees in the PS&T unit.

14.6 The Professional Development and Quality of Working Life Coordinating Committee shall develop and implement appropriate methods of communicating the results of its activities and the activities of the issue-specific committees. Such methods may include, if appropriate, a quality of working life newsletter and periodic state-wide or regional quality of working life conferences.

ARTICLE 15 PROFESSIONAL DEVELOPMENT COMMITTEE

15.1 In recognition of the value of professional development to both the State and the State's professional, scientific and technical employees, a Professional Development Committee shall be established to review the needs for professional development and training programs to improve job performance and to assist employees in

developing their full professional potential and in preparing for career advancement.

15.2 The Professional Development Committee shall consist of two designees of the Director of the Governor's Office of Employee Relations and two designees of the President of PEF. The Committee shall meet at least monthly. The Committee shall establish by agreement such operating procedures as it deems necessary to conduct its activities. In the case of a failure of the Committee to reach agreement on any matter, such matter will be referred to the Professional Development and Quality of Working Life Coordinating Committee for resolution.

15.3 The Professional Development Committee shall develop and administer a Tuition Support Program with such funds as are made available for this purpose by the Professional Development and Quality of Working Life Coordinating Committee. The Tuition Reimbursement Program shall provide reimbursement in the first year of this agreement at a level no less than the level of reimbursement provided in 1987-88. The Committee shall enhance the Tuition Reimbursement Program effective April 1, 1989 by increasing the annual maximum reimbursement from \$600 to \$700, and shall make such further enhancements as are agreed to by the Committee.

15.4 The Professional Development Committee shall use such funds as may be made available for such purposes by the Professional Development and Quality of Working Life Coordinating Committee to undertake studies of additional professional development or training needs, to develop programs to meet such needs, and to make such programs available to employees.

15.5 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 amounts of \$4,750,000 in the first year of this Agreement and \$5,700,000 each year in the second and third years of this Agreement to continue the supplemental training program, of which no less than \$4,000,000 in the first year and \$4,800,000 each year in the second and third years of this Agreement shall be used for the continuation of the Public Service Training Program. The State shall meet and confer with PEF, within the Professional Development Committee, with regard to the expenditure of monies appropriated for the supplemental training program, including the Public Service Training Program. Matters arising from the design, operation, or level of funding of Component C of the Public Service Training Program or the Labor Studies component of the Public Service Training Program, or other issues arising from those components, shall be decided only with the agreement of the PEF designees on the Professional Development Committee.

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

17.1 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 provi-

sions of the Civil Service Law, Rules and Regulations.

17.2 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.

17.3 (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 Directors designee, finds that no temporary emergency circumstances exist, the Step 3 determination shall direct that out-of-title assignment be discontinued.

17.4 (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, 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 The State remains committed to providing and maintaining healthy and safe working conditions, and to initiating and maintaining operating practices that will safeguard employee health and safety in an effort to eliminate the potential of on-the-job injury/illness and resulting workers' compensation claims.

18.2 The State and PEF shall establish a Joint Health and Safety Committee. The Joint Health and Safety Committee shall study and review matters of mutual concern in the areas of health and safety; shall serve as a forum in which PEF can advise the State of potential health or safety problems; shall serve as a forum in which PEF can

advise on the development and implementation of State policy in all matters related to health and safety; and shall serve as a means by which pro-active measures to improve health and safety at the worksite can be developed and implemented.

18.3 The Joint Health and Safety Committee shall consist of three designees of the Director of the Governor's Office of Employee Relations and three designees of the President of PEF.

The committee shall meet at least quarterly. The committee shall establish by agreement such operating procedures as it deems necessary to conduct its activities. In the case of a failure of the committee to reach agreement on any matter, such matter shall be referred to the Professional Development and Quality of Working Life Coordinating Committee for resolution.

18.4 The Joint Health and Safety Committee shall use such funds as are made available to it by the Professional Development and Quality of Working Life Coordinating Committee to undertake initiatives in the general areas of education, support of agency-level and local-level health and safety committees, and study and research. Subject to the agreement of the committee and the availability of funding from the Professional Development and Quality of Working Life Coordinating Committee, specific activities of the Committee shall include, but are not limited to, the following:

- *Development and implementation of programs to enhance the knowledge and skills of employees, management officials and union representatives in the identification and correction of health and safety problems.

- *Development and implementation of a health and

safety grants program to provide financial support to the activities of agency-level and local-level health and safety committees.

*Participation in continuing to move toward a smoke-free environment in all worksites by providing assistance to agency-level and local-level health and safety committees in the joint development of worksite smoking policies consistent with the general guidelines adopted by the Statewide Committee.

*Development and implementation of programs to provide agency-level and local-level health and safety committees with current information about health and safety issues including, but not limited to, the operation of a Health and Safety Resource Center, the operation of a central data file on agency-level and local-level health and safety committee activities, the operation of a data base integrating information on work-related accidents, injuries and illnesses, and the sponsorship of an annual health and safety seminar for agency-level and local-level health and safety committee members.

18.5 The Committee shall identify issues of mutual concern in the area of asbestos, and shall develop and implement activities to address such mutual concerns. The Committee shall develop and implement asbestos awareness training programs to increase employees' awareness of potential problems associated with asbestos.

18.6 Agency-Level and Local-Level Health and Safety Committees

(a) The State and PEF shall establish joint health and safety committees at the agency and local levels.

Such committees shall have at the agency and local levels the same functions as those of the State-level committee.

(b) Agency and local health and safety committees shall meet at least quarterly. Agendas shall be exchanged in writing by the parties at least seven days before each meeting, and additional matters may be placed on the agenda only by the agreement of both parties.

(c) A local-level health and safety committee that 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 health and safety committee for review and resolution.

(d) An agency-level health and safety committee that has reviewed an agency-level or local-level health and safety issue but has been unable to agree on the disposition of that issue shall refer that issue to the State-wide Health and Safety Committee for review and resolution.

18.7 Coordination of Health and Safety Activities

In recognition that health and safety are worksite matters that affect all employees at a worksite, regardless of negotiating unit, the Joint Health and Safety Committee and the agency-level and local-level health and safety committees shall make appropriate efforts to integrate their activities with the health and safety activities of State departments and agencies and joint health and safety committees established by the State and other State employee unions. Such efforts shall not preclude State/PEF health and safety committees from acting independently.

18.8 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.

18.9 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.

18.10 Exposure to Communicable Diseases

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

18.11 Health and Safety Grievance Procedure

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.

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 last offer binding arbitration under procedures to be developed 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. The parties shall make every reasonable effort to complete this process by March 31, 1989.

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 October 6, 1988 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 simul-

taneously 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 COMMITTEE

21.1 The State and PEF shall establish an Employment Continuity Committee to participate in the development and implementation of strategies to provide continuity of employment and, when displacement of employees occurs, to participate in the development and implementation of strategies to ease the impact of such displacement.

21.2 The Employment Continuity Committee shall consist of two designees of the Director of the Governor's Office of Employee Relations and two designees of the President of PEF. The Committee shall meet at least quarterly. The Committee shall establish by agreement such operating procedures as it deems necessary to conduct its activities. In the case of a failure of the Committee to reach agreement on any matter, such matter shall be referred to the Professional Development and Quality of Working Life Coordinating Committee for resolution.

21.3 The Committee shall use such funds as are made available to it by the Professional Development and Quality of Working Life Coordinating Committee for the study and analysis of programs or activities that can be utilized to avoid displacement of employees or to ease the impact of such displacement, including, but not limited to, employment service offices, the relocation assistance program, and the DIRECTIONS program. When instances of possible displacement occur, the Committee shall recommend that these or other activities be undertaken and shall use such funds as are made available for such purposes by the Professional Development and Quality of Working Life Coordinating Committee to undertake such activities.

21.4 Subject to the agreement of the Committee, and to funding for such purposes being made available by the Professional Development and Quality of Working Life Coordinating Committee, the Committee shall, in coordination with the State's workforce planning program, 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.

21.5 The use of placement rosters and re-employment rosters shall be priority subjects of consideration by the Committee. The Committee shall study how the use of these rosters may be improved and make appropriate recommendations.

21.6 In recognition that employment continuity is a matter that may affect employees across negotiating unit lines, the Committee shall, where appropriate, act cooperatively with employment continuity committees established jointly by the State and other unions.

21.7 The Committee shall obtain the necessary funds from the Professional Development and Quality of Working Life Coordinating Committee to provide for continued

coverage by the Employee Benefit Fund of employees who are laid off during the term of this Agreement for up to twelve months after such layoff.

21.8 The Committee shall make the necessary arrangements to provide that employees who are laid off during the term of this Agreement are eligible for continued participation in the Public Service Training Program, the Tuition Support Program, and such other training, professional development, and quality of working life programs as the Committee may agree, for up to twelve months after such layoff.

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

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 employees 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. Meetings shall be held at least quarterly, subject to the agenda for any such meeting having been mutually agreed upon in advance.

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 include questions concerning implementation and administration of this Agreement which are department-or agency-wide in nature, and distribution and posting of civil service examination announcements. Written agenda shall be exchanged by the parties no less than seven days before the scheduled date of each meeting. At the time of the meeting additional subjects for discussion may be placed on the agenda by mutual agreement.

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 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 specialties 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 Section 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 in each of their first five years of employment, a maximum of two and one-half days of leave with pay for such purposes in each of their sixth and seventh years of employment, and a maximum of three days of leave with pay for such purposes in their eighth and subsequent years of employment. 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 provisoes.

(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, except 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 (a) 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 employees 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.

(b) Effective July 1, 1990 all employees in positions allocated to or equated with Grades 22 and below 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 employees 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 biweekly rate of compensation and will include the geographic,

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

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

ARTICLE 32 WORKWEEK AND WORKDAY

32.1 The normal work schedules of employees shall be as described below:

(a) For full-time employees not employed on a seasonal or field basis or in a facility where shift work is required or in a shift operation in a non-facility location - The normal workweek shall be Monday through Friday; the normal workday shall commence between 6:00 a.m. and 10:00 a.m.

(b) For full-time employees, except seasonal employees, employed in a facility where shift work is required or employed in a shift capacity in a location other than a facility - Wherever practicable and consistent with program needs, the workweek shall consist of five consecutive days of work followed by two consecutive days off. There shall be no restriction on the time of commencement of the workday.

(c) For full-time employees, except seasonal employees, employed in field positions - Wherever practicable and consistent with program needs, the normal workweek shall be Monday through Friday. There shall be no restriction on the time of commencement of the workday.

(d) For part-time employees and seasonal employees - Wherever practicable and consistent with program needs, the normal workweek shall consist of five consecutive

days of work followed by two consecutive days off except where a different schedule has been established at the beginning of the part-time or seasonal employment. There shall be no restriction on the time of commencement of the workday.

32.2 (a) 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.

(b) A work schedule established pursuant to Section 32.1 above or Sub-section 32.2(a) above may be changed with the consent of the employee(s) affected or in an emergency or as described below:

(1) For full-time employees except those employed on a seasonal basis - After reasonable advance notice and consultation and a minimum of 30 days' advance notice, in writing, to the affected employee(s).

(2) For part-time employees and seasonal employees - After a minimum of 48 hours' advance notice to the affected employees. Notification of such changes shall be made to PEF, and PEF shall be consulted with regard to the changes, except that such consultation may take place either before or after 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 appointed to a non-competitive class position as described in Section 75(1)(c) of the Civil Service Law on or after April 1, 1979 and have completed at least one year of continuous service in such position.

33.2 Purpose

The purpose of this Article is to provide a prompt, equitable and efficient procedure for the imposition of discipline for just cause. Both parties to this Agreement recognize the importance of counseling and the principle of corrective discipline. Prior to initiating formal disciplinary action pursuant to this Article, the appointing authority, or 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 unrea-

sonable. 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 interroga-

tion 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.

(3) During the period of any suspension without pay pursuant to the provisions of this Section 33.4, the State shall continue the employee's and dependents' health insurance coverage that was in effect on the day prior to the first day of the suspension, and shall pay the employer's

share of any premium or subscription charges to maintain such coverage. Any such suspended employee shall be counted for the purpose of calculating the amount of any periodic deposit for the employee benefit fund. Any such suspended employee shall be responsible for paying the employee's share of premium or subscription costs for such health insurance coverage. The State shall not be liable for payment of the employer's share of the health insurance premium or for the benefit fund payment for any period of time during which the suspended employee fails to pay the employee's share of the health insurance premium.

(b) Temporary Reassignment

(1) Where the appointing authority has determined that an employee is to be temporarily reassigned pursuant to this Article, the employee shall be notified in writing of the location of such temporary reassignment and the fact that such reassignment may involve the performance of out-of-title work. The employee may elect in writing to refuse such temporary reassignment and be suspended without pay. Such election must be made in writing before the commencement of the temporary assignment. An election by the employee to be placed on a suspension without pay is final and may not thereafter be withdrawn. Once the employee commences the temporary assignment, no election is permitted.

(2) The fact that the State has temporarily reassigned an employee rather than suspending him or her without pay or the election by an employee to be suspended without pay rather than be temporarily reassigned shall not be considered by the disciplinary arbitrator for any purpose.

(3) Temporary reassignments under this Section shall

not involve a change in the employee's rate of pay.

(c)(1) Suspensions without pay and temporary reassignments made pursuant to this Section shall be reviewable by a disciplinary arbitrator in accordance with provisions of Section 33.5 to determine whether the appointing authority had probable cause.

(2) Where an employee has been suspended without pay or temporarily reassigned he 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) Where an employee is suspended without pay or temporarily reassigned, and the hearing will extend beyond one day, either party may 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, such request to be permitted at any time after the completion of the State's direct case.

(4) Within five calendar days of any suspension without pay or temporary reassignment pursuant to this section, the President of PEF or the President's designee 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 President of PEF or the President's designee 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 President of PEF or the President's designee.

33.5 Disciplinary Procedure

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

(b) The President of PEF or the President's designee

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 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

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

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 consent, within 14 calendar days of service of the notice of discipline. If the disciplinary grievance is signed by the employee's representative, and the appointing authority or the designee of the appointing authority requests written confirmation of the employee's consent to the filing of the grievance, such written consent must be provided to the appointing authority or the designee of the appointing authority no later than 3 days prior to the meeting. 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 or the grievant's representative 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. If the appeal to arbitration is filed by the employee's representative, and the employee or employee's representative has not already furnished the employee's written consent, the appointing authority or the designee of the appointing authority may request written confirmation of the employee's consent to the filing of such appeal. Such written consent must be provided to the appointing authority or the designee of the appointing authority no later than 5 days prior to the first day of the arbitration hearing.

(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 without 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. The amount of any back pay award shall be reduced by the amount of any unemployment compensation benefits and any outside earnings paid to the employee during the time period for which back pay is awarded. For the purpose of this paragraph, "outside earnings" shall mean monies paid for work performed during those hours the employee would have been scheduled to work for the appointing authority had no suspension occurred. Nothing contained in this paragraph shall apply to settlements achieved pursuant to Section 33.6, Settlements. Under any such settlement, the amount of back pay, if any, and any offset thereto shall be determined by the parties as part of the settlement.

(5) The State and PEF agree that the American Arbitra-

tion Association shall administer the panel of disciplinary arbitrators, unless during the term of this Agreement the parties by mutual agreement develop a procedure for the joint administration of 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. Notices of discipline in which the alleged misconduct includes matters that the appointing authority considers to fall within the jurisdiction of the Select Panel of Arbitrators shall state in their text that this disciplinary action, if appealed to arbitration, shall be appealed to an arbitrator appointed from the Select Panel of Arbitrators. 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.

(6) 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.

(7) 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 President of PEF or the President's designee 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 or, if certified mail, return receipt requested is used, upon the date of mailing appearing on the postal receipt.

33.8 Timeliness

In the event of a question of timeliness of any disciplinary grievance or appeal to arbitration, the date of actual receipt shall be determinative when personal delivery is used and the date of mailing appearing on the postal receipt shall be determinative when certified mail, return receipt requested is used.

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) PEF shall have the right to initiate at Step 2 a grievance involving employees at more than one facility of a department or agency and to initiate at Step 3 a grievance involving employees at more than one department or agency. Any such grievance shall identify the act or omission giving rise to the grievance, shall identify the specific issue in the grievance, shall describe the common characteristic(s) of the employees that cause the employees to have been similarly affected by the act or omission giving rise to the grievance, shall specify the names of such employees if possible or, where the names cannot be specified, shall contain a description of the "class". Such description shall include such information as is appropriate and necessary to identify the employees who have been affected in the same manner by the act or omission giving rise to the grievance including, where relevant, but not

limited to, title, occupational category, work location, hours of work, length of service or other characteristics common to the class.

(c) The State shall have the right to initiate 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 and to the President of PEF or the President's designee 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. If the Step 3 decision has not been issued within the time period for the issuance of such decision, a demand for arbitration may be filed by the President of PEF or the President's designee at any time after expiration of the time period established for the issuance of the Step 3 decision, except that in no case may a demand for arbitration be filed later than 15 working days after 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 arbitrator for a particular case shall be by agreement and, if the parties are unable to agree, the arbitrator shall be assigned from this panel on a rotating basis. Initial assignment for rotation shall be determined by lot.

(4) 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 Agree-

ment 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 or as soon thereafter as is practicable.

(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, as appropriate at each step, may appeal to the next step. Upon failure of the grievant, or the grievant's representative, to file an appeal from a written decision issued by the State or its representatives within the time limits provided in this Article, the grievance shall be deemed withdrawn.

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

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

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

(i) All contract grievances, appeals, responses and demands for arbitration shall be submitted by certified mail, return receipt requested, or by personal service. All time limits set forth in this Article shall be measured from the date of 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 establish a special appropriation fund to be administered by the Department of Audit and Control to provide for prompt payments of settlements reached or arbitration awards issued pursuant to this Article.

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

(m) A claimed failure to follow the procedural provi-

* 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.

sions 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. The disciplinary arbitration procedure includes binding arbitration as the final step,

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 appointing 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 19.13 of the Mental Hygiene Law, no civil action shall be brought in any court of the State, except by the Attorney General on behalf of the State, against any officers or employees of the Office of Alcoholism and Substance Abuse who are charged with the duties of securing 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 the existing policies

as established by Section 19.13 of the Mental Hygiene Law. Pursuant to said Section 19.13 of the Mental Hygiene Law, the State shall save harmless and indemnify those officers and employees specified in Article 37.1 from financial loss resulting from a claim filed in a court of the United States for damages arising out of an act done or the failure to perform any act that was (1) within the scope of the employment and in the discharge of the duties of such officer or employee, and (2) was not in violation of any rule or regulation of the Office of Alcoholism and Substance Abuse or of any statute or governing case law of the State or of the United States at the time the alleged damages were allegedly sustained; provided that the officer or employee shall comply with the provisions of subdivision four of Section 17 of the Public Officers Law.

The provisions of Section 19.13 of the Mental Hygiene Law shall supplement, and be available in addition to, the provisions of Section 17 of the Public Officers Law and, insofar as said section 19.13 is inconsistent with Section 17 of the Public Officers Law, the provisions of said Section 19.13 shall be controlling.

The provisions of said Section 19.13 shall not be construed in any way to impair, modify or abrogate any immunity available to any officer or employee of the officer under the statutory or decisional law of the State or the United States.

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 1981 or 1983 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 (1) 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 (2) 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 employ-

ment 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 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 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 request a legal defense or seek indemnification from the Attorney General 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 Employer agrees to reimburse its employees to the broadest extent possible consistent with the provisions of Section 19 of the Public Officers Law in effect upon the date of the execution of this Agreement. Upon compliance by the employee with subdivision 3 of Section 19 of the Public Officers Law, it shall be the duty of the State to pay reasonable attorneys' fees and litigation expenses incurred by or on behalf of an employee in his or her defense of a criminal proceeding in a State or Federal court arising out of any act which occurred while such employee was acting within the scope of his or her public employment or duties upon his or her acquittal or upon the dismissal of the criminal charges against him or her or reasonable attorneys' fees incurred in connection with an appearance before a grand jury which returns no true bill against the employee where such appearance was required

as a result of any act which occurred while such employee was acting within the scope of his or her public employment or duties unless such appearance occurs in the normal course of the public employment or duties of such employee.

Upon the application for reimbursement for reasonable attorneys' fees or litigation expenses, or both, made by or on behalf of an employee as hereinbefore provided, the Attorney General shall determine, based upon his investigation and his review of the facts and circumstances, whether such reimbursement shall be paid. The Attorney General shall notify the employee in writing of such determination. Upon determining that such reimbursement should be provided, the Attorney General shall so certify to the Comptroller. Upon such certification, reimbursement shall be made for such fees or expenses, or both, upon the audit and warrant of the Comptroller. Any dispute with regard to entitlement to reimbursement or the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by a court of competent jurisdiction upon appropriate motion or by way of a special proceeding.

Reimbursement of reasonable attorneys' fees or litigation expenses, or both, by the State as prescribed by this Section shall be conditioned upon (1) delivery to the Attorney General or an assistant attorney general at an office of the Department of Law in the State by the employee of a written request for reimbursement of expenses together with, in the case of a criminal proceeding, the original or a copy of an accusatory instrument within ten days after he or she is arraigned upon such instrument or, in the case of a grand jury appearance, written documentation of evidence of such appearance and (2) the full cooperation of

the employee in defense of any action or proceeding against the State based upon the same act, and in the prosecution of any appeal.

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.

38.3 Part-time employees shall be eligible for payment of an overtime meal allowance when they meet all other eligibility criteria for such payment and, on either a regularly scheduled workday or a day other than a regularly scheduled workday, work the same number of hours as a full-time employee would be required to work on such day to be eligible for payment of an overtime meal allowance

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 Delivery 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

42.1 In recognition of the mutual advantages in providing worksite child care, the State and PEF agree to support the continued expansion of the worksite child care center network. The State and PEF are committed to ensure that all worksite 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 or the New York City Department of Health, as appropriate.

42.2 The State and PEF support the continued development of worksite child care centers and the development of child care programs through the continuation of the New York State Labor/Management Child Care Advisory Committee. In addition to the technical assistance and other existing functions of the Committee, the Committee shall examine the operations of the worksite child care centers and child care programs, but such examination shall not replace the monitoring responsibilities of the appropriate State and local agencies of jurisdiction.

42.3 The Committee shall continue to address the needs of both pre-school and school-aged children, including after-school and summer programs. During the first year of this Agreement, the Committee shall establish not less than three evening shift pilot programs at worksite child care centers to address the need for child care for work and overtime work during the evening shift. An evaluation of the pilot programs shall be made by the Committee and such programs may be extended, if appropriate. The Committee may also explore and if appropriate participate in cooperative projects with other employers and lessors of State space to enhance the availability of child care for employees. Employees who work in leased space or at State worksites for which a worksite center is not feasible will be a focus of this effort.

42.4 The Committee shall continue to provide funds for the start-up and expansion of worksite child care centers

and training, including the evening shift pilot programs, and to support the development of child care programs for the benefit of employees. The Committee grant program will be expanded to include operating grants for the benefit of the child care centers. The primary purposes of the operating grants are to ensure the quality of the child care centers and to contribute to the general affordability of the centers.

42.5 The Committee shall develop a Flexible Benefit Spending Program, subject to the approval of the Governor's Office of Employee Relations, to become effective January, 1990. This program will provide employees with the opportunity to increase their spendable income by paying for all or part of selected benefits such as child care, elder care, and dependent care with pre-tax dollars. The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to implement such program.

42.6 Employees using worksite child care centers designated by the Governor's Office of Employee Relations may pay their child care fees to the child care centers through payroll deduction. The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to implement such deduction.

42.7 The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain appropriations in the following amounts to fund the activities of the Committee:

1988-89	\$ 1,570,000
1989-90	\$ 1,710,000
1990-91	\$ 1,840,000

42.8 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 PORGRAM

43.1 In recognition of the mutual advantage to the employees 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 an appropriation of \$275,000 for the first year and \$350,000 and \$350,000 respectively in the second and third years of this Agreement to continue the Employee Assistance Program effort.

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

ARTICLE 44

JOINT COMMITTEE ON INSTITUTIONAL ISSUES

44.1 The State and PEF shall establish a Joint Committee on Institutional Issues to study and make recommendations on matters of mutual interest with regard to problems and issues facing professional employees in institutional settings.

44.2 The Joint Committee on Institutional Issues shall consist of three designees of the Director of the Governor's

Office of Employee Relations and three designees of the President of PEF. The Committee shall meet at least quarterly. The Committee shall establish by agreement such operating procedures as it deems necessary to conduct its activities. In the case of a failure of the Committee to reach agreement on any matter, such matter shall be referred to the Professional Development and Quality of Working Life Coordinating Committee for resolution.

44.3 The Joint Committee on Institutional Issues shall use such funds as are made available to it by the Professional Development and Quality of Working Life Coordinating Committee to undertake the following specific activities:

(a) The development and implementation of a study including exit interviews and/or exit questionnaires to identify factors affecting the retention of nurses and other institutional employees in State service.

(b) The development and implementation of a pilot project, to be conducted during the term of this Agreement, to determine the feasibility of guaranteeing institutional employees a vacation period of up to seven consecutive calendar days (including pass days) at least once each year. Such pilot project will assess the scheduling problems, if any, caused by such guarantee, and develop means to avoid such scheduling problems; will identify circumstances under which such guarantee may not be practicable within the context of the operating needs of the State; and will assess the value of such a benefit to both the employees and the State.

(c) The development and implementation of a study of issues related to work schedules. Such study shall be designed to identify problems arising from the long-term

assignment of employees to evening and night shifts and less desirable pass day schedules, and shall make recommendations for means to address and alleviate these problems. In the development of such recommendations, the study shall be responsive to the operating needs of the State, including the State's need to have an adequate number of experienced staff members on duty on every shift.

(d) Such additional activities as the Committee agrees to undertake.

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 Article, Section or portion of this Agreement fails to be implemented by the Legislature, then in that event, such Article, Section or portion may be reopened by PEF or the State and renegotiated. During the course of any reopened negotiations any provision of this Agreement not affected by such reopener shall remain in full force and effect.

ARTICLE 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, 1988 through March 31, 1991.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on October 6, 1988.

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

**GOVERNOR'S OFFICE
OF EMPLOYEE
RELATIONS:**

Elizabeth D. Moore
Director

Nancy L. Hodes
Executive Deputy Director

Jerry J. Dudak
Deputy Director for
Contract Negotiation
and Administration

James D. Brown
Associate Director and
Chief Negotiator

Walter J. Pelligrini
Acting General Counsel

Rita V. Pete
Assistant Director
of Research

Christopher E. Dammer
Employee Relations
Associate

Richard J. Dautner
Associate Counsel

Edwin F. Cedillotte
Assistant Director of
Employee Health Benefits

Lisa A. Hamm
Employee Relations
Assistant

NEGOTIATING TEAM

Rosita Apkarian
Russell S. Fritz
Kelly Lopez

James R. Boothby
Stephen Kavanaugh
E. Richard Martin

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

**Rand Condell
President**

**James J. Sheedy
Secretary - Treasurer**

**Richard Casagrande
General Counsel**

**John Currier
Director of Research**

**Frank C. Greco
Director of Labor
Relations**

**Thomas Privitere
Director of
Field Services**

**Roger Scales
Field Representative**

**Kathy Toomey
Secretary**

NEGOTIATING TEAM

**Patricia Ford
Chair**

**Arlene Cassell
Richard Doucette
Mary Tillman**

**Philip DelPiano
Kevin O'Buckley**

APPENDIX I

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.

1988-89 SALARY SCHEDULE

Effective June 9, 1988—Administration Payroll

Effective June 16, 1988—Institution Payroll

	HIRING	JOB	ADVANCE
SG	RATE	RATE	AMOUNT
01	11,101	14,562	866
02	11,542	15,132	898
03	12,131	15,859	932
04	12,698	16,585	972
05	13,324	17,479	1039
06	14,065	18,369	1076
07	14,882	19,350	1117
08	15,729	20,355	1157
09	16,635	21,428	1199
10	17,606	22,611	1252
11	18,643	23,977	1334
12	19,718	25,232	1379
13	20,894	26,630	1434
14	22,124	28,251	1532
15	23,404	29,757	1589
16	24,744	31,340	1649
17	26,162	33,072	1728

SG	HIRING RATE	JOB RATE	ADVANCE AMOUNT
18	27,672	34,442	1693
19	29,197	36,250	1764
20	30,719	38,066	1837
21	32,375	40,045	1918
22	34,141	42,131	1998
23	35,973	44,295	2081
24	37,917	46,559	2161
25	40,035	49,047	2253
26	42,171	51,549	2345
27	44,482	54,354	2468
28	46,849	57,105	2564
29	49,331	59,981	2663
30	51,936	62,978	2761
31	54,731	66,185	2864
32	57,668	69,507	2960
33	60,831	73,062	3058
34	64,099	76,754	3164
35	67,447	80,510	3266
36	70,863	84,373	3378
37	74,608	88,539	3483
38	69,573		

**1988-89 Salary Schedule
Effective October 1, 1988**

SG	HIRING RATE	JOB RATE	ADVANCE AMOUNT
01	11,101	14,562	693
02	11,542	15,132	718
03	12,131	15,859	746
04	12,698	16,585	778
05	13,324	17,479	831
06	14,065	18,369	861
07	14,882	19,350	894
08	15,729	20,355	926
09	16,635	21,428	959
10	17,606	22,611	1001
11	18,643	23,977	1067
12	19,718	25,232	1103
13	20,894	26,630	1148
14	22,124	28,251	1226
15	23,404	29,757	1271
16	24,744	31,340	1320
17	26,162	33,072	1382
18	27,672	34,442	1354
19	29,197	36,250	1411
20	30,719	38,066	1470
21	32,375	40,045	1534
22	34,141	42,131	1598
23	35,973	44,295	1665
24	37,917	46,559	1729
25	40,035	49,047	1803

SG	HIRING RATE	JOB RATE	ADVANCE AMOUNT
26	42,171	51,549	1876
27	44,482	54,354	1975
28	46,849	57,105	2052
29	49,331	59,981	2130
30	51,936	62,978	2209
31	54,731	66,185	2291
32	57,668	69,507	2368
33	60,831	73,062	2447
34	64,099	76,754	2531
35	67,447	80,510	2613
36	70,863	84,373	2702
37	74,608	88,539	2787
38	69,573		

**1989-90 Salary Schedule
Effective April 1, 1989**

SG	HIRING RATE	JOB RATE	ADVANCE AMOUNT
01	11,657	15,291	727
02	12,120	15,889	754
03	12,738	16,652	783
04	13,333	17,415	817
05	13,991	18,353	873
06	14,769	19,288	904
07	15,627	20,318	939
08	16,516	21,373	972
09	17,467	22,500	1007
10	18,487	23,742	1051
11	19,576	25,176	1120
12	20,704	26,494	1158
13	21,939	27,962	1205
14	23,231	29,664	1287
15	24,575	31,245	1334
16	25,982	32,907	1385
17	27,471	34,726	1451
18	29,056	36,165	1422
19	30,657	38,063	1482
20	32,255	39,970	1543
21	33,994	42,048	1611
22	35,849	44,238	1678
23	37,772	46,510	1748
24	39,813	48,887	1815
25	42,037	51,500	1893

SG	HIRING RATE	JOB RATE	ADVANCE AMOUNT
26	44,280	54,127	727
27	46,707	57,072	2073
28	49,192	59,961	2154
29	51,798	62,981	2237
30	54,533	66,127	2319
31	57,468	69,495	2406
32	60,552	72,983	2487
33	63,873	76,716	2569
34	67,304	80,592	2658
35	70,820	84,536	2744
36	74,407	88,592	2837
37	78,339	92,966	2926
38	73,052		

**1990-91 Salary Schedule
Effective April 1, 1990**

SG	HIRING RATE	JOB RATE	ADVANCE AMOUNT
01	12,299	16,133	767
02	12,787	16,763	796
03	13,439	17,568	826
04	14,067	18,373	862
05	14,761	19,363	921
06	15,582	20,349	954
07	16,487	21,436	990
08	17,425	22,549	1025
09	18,428	23,738	1062
10	19,504	25,048	1109
11	20,653	26,561	1182
12	21,843	27,952	1222
13	23,146	29,500	1271
14	24,509	31,296	1358
15	25,927	32,964	1408
16	27,412	34,717	1461
17	28,982	36,636	1531
18	30,655	38,155	1500
19	32,344	40,157	1563
20	34,030	42,169	1628
21	35,864	44,361	1700
22	37,821	46,672	1771
23	39,850	49,069	1844
24	42,003	51,576	1915
25	44,350	54,333	1997

SG	HIRING RATE	JOB RATE	ADVANCE AMOUNT
26	46,716	57,104	2078
27	49,276	60,211	2187
28	51,898	63,259	2273
29	54,647	66,445	2360
30	57,533	69,764	2447
31	60,629	73,318	2538
32	63,883	76,998	2623
33	67,387	80,936	2710
34	71,006	85,025	2804
35	74,716	89,186	2894
36	78,500	93,465	2993
37	82,648	98,080	3087
38	77,070		

APPENDIX II

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 1988-91 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:

Article No.	Article
	Bill of Rights
1	Recognition
2	Statement of Policy and Purpose
3	Unchallenged Representation
4.1-4.5	Employee Organization Rights
5	Management Rights
6	No Strikes
8	Travel
9	Health Insurance
10	Employee Benefit Fund
11	Accidental Death Benefit
12.4	Vacation Credit Accumulation
12.5	Additional Vacation Credit

12.7	Vacation Use
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 Ambu- lance Services and Enrolled Civil De- fense and Civil Air Patrol Volunteers
12.18	Leave for Bereavement or Family Illness
14	Professional Development and Quality of Working Life Coordinating Committee
15	Professional Development Committee
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 & 41.4	Payroll
42	Child Care Centers
43	Employee Assistance Program
44	Joint Committee on Institutional Issues
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. 1988-89

1. Effective on the first day of the sixth payroll period (June 9, 1988 for the Administration payroll; June 16, 1988 for the Institution payroll) the salary rate of seasonal employees who were in employment status on June 8, 1988 (Administration Payroll) or June 15, 1988 (Institution Payroll) shall be increased by five percent.

2. Seasonal employees who were not in employment status on June 8, 1988 or June 15, 1988 but who were employed in seasonal positions during the 1987-88 fiscal year, and who during the 1988-89 fiscal year become reemployed in seasonal positions in the same title in which they were employed in 1987-88, shall be compensated at a salary rate equal to their 1987-88 salary rate increased by five percent for service on or after June 9 or June 16, 1988.

3. Seasonal employees who were not in employment status on June 8, 1988 or June 15, 1988 but who were employed as seasonal employees during the 1987-88 fiscal year and who are employed as seasonal employees during the 1988-89 fiscal year in seasonal positions in different titles than those in which they were employed in 1987-88, shall be compensated at the salary rate they would have received if they had been employed as a seasonal employee in that title during the 1987-88 fiscal year, increased by five percent.

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. 1989-90

Effective April 1, 1989 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, 1989; except that persons who were employed in a seasonal position during fiscal year 1988-89 and who return to employment in a seasonal position in the same title on or after April 1, 1989 will be compensated at the salary rate they received in such title in 1988-89 increased by five percent if this results in a higher rate; and persons who were employed in a seasonal position during 1988-89 and who return to employment in a seasonal position in a different title on or after April 1, 1989 will be compensated at the salary rate they would have received had they been employed in a seasonal position in that title in 1988-89 increased by five percent if that results in a higher rate.

C. 1990-91

Effective April 1, 1990 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, 1990; except that persons who were employed in a seasonal position during fiscal year 1989-90 and who return to employment in a seasonal position in the same title on or after April 1, 1990 will be compensated at the salary rate they received in such title in 1989-90 increased by five and one-half percent if this results in a higher rate; and persons who were employed in a seasonal position during 1989-90 and who return to employment in a seasonal position in a different title on or after April 1, 1990 will be compensated at the salary rate they would have received had they been employed in a seasonal position in that title in 1989-90 increased by five and one-half 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 37 1/2 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 retroactive 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:

Elizabeth D. Moore
Director, Governor's Office of
Employee Relations
Date: October 6, 1988

FOR PEF:
Rand Condell
President

Date: October 6, 1988

October 6, 1988

Rand Condell, President
Public Employees Federation, AFL-CIO
1168-70 Troy-Schenectady Road
P.O. Box 12414
Albany, New York 12212

Dear Mr. Condell

This will confirm agreement reached during the course of negotiation of the 1988-91 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 is generally provided to employee organizations representing State employees.

Sincerely,

Elizabeth D. Moore

Contersigned for PEF:
Rand Condell
President

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF NEW YORK
("THE STATE")
AND
THE PUBLIC EMPLOYEES FEDERATION,
AFL-CIO
("PEF")

Pursuant to the agreement reached during the course of negotiation of the 1985-88 State/PEF Agreement, the parties hereto have met and have discharged their commitment to develop an indexing formula to adjust rates employees pay for State provided meals and housing. As a result of these deliberations, the parties have agreed to the modifications of the terms and conditions of employment relating to the rates employees pay for meals and housing provided by the State as set forth below in this Memorandum of Understanding. The provisions of this Memorandum of Understanding supercede and replace any provisions of the State/PEF Agreement which are affected by the provisions herein.

This Memorandum of Understanding is entered into between the State of New York and PEF for the purpose of establishing a method by which the rates employees pay for meals and housing provided by the State will be calculated.

Accordingly, commencing on April 1, 1988, and effective each April 1 thereafter, the rate employees pay for meals and housing provided by the State in effect on the immediately preceding March 31 shall be adjusted by the following:

1. For meal charges - the rate shall be adjusted by the CPI-U, United States, "Food away from Home" component, for the period October-September, published by the Bureau of Labor Statistics, U.S. Department of Labor.

2. For housing charges - the rate shall be adjusted by the CPI-U, United States, "Rent, Residential" component, for the period October-September, published by the Bureau of Labor Statistics, U. S. Department of Labor.

Such adjustment shall be determined as the percentage change in the above-mentioned indices during each twelve month period ending September 30 of the year immediately preceding the April 1 effective date. The resulting amount shall be rounded to the nearest whole dollar.

From the effective date of this MOU henceforth, the appropriateness of the above indices shall be subject to review one time during the term of each successor agreement to the 1988-91 Agreement, upon the request of either party.

FOR THE STATE:

Elizabeth D. Moore

Director, Governor's Office of
Employee Relations

FOR PEF:

Rand Condell

President

Date: October 6, 1988

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 1988-91 Agreement between the State and PEF, the Executive Branch of the State of New York (hereinafter "the State") and the Public Employees Federation, AFL-CIO (hereinafter "PEF"), hereby enter into this agreement concerning the fees for parking by employees in parking facilities operated in and around Albany by the Office of General Services, Bureau of Parking Services. (See attachment 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) The monthly fees for employee parking at each of the parking facilities covered by this Agreement shall continue as follows unless modified by terms of this Memorandum or by other agreements to provide additional parking space that affect these rates:

Surface Parking	- \$ 7.00
Covered Parking	- \$14.00
Covered/Reserved Parking	- \$28.00

4) 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, which includes maintenance and rehabilitation and any centralized services fund accrued deficit attributable to the Bureau of Parking Services.

In no event, however, will the total fee schedule increase more than \$1 for surface parking, \$2 for covered parking and \$4 for covered reserved parking in any fiscal year due to the above.

This cap on annual fee increases shall continue in effect through the fiscal year ending March 31, 1991.

5) Should the parking fee schedule be amended, successive rate changes will be effective on April 1 of each year, or on another date mutually agreed to by the parties. The amended fee schedules shall continue the same proportions as established above between the fees for surface, covered and covered reserved parking.

6) Should any new parking facilities be constructed by the Bureau of Parking Services, the parking fees shall, if necessary, be increased over and above any increase required under sections 4 and 5 above. Such new fees may apply to all existing Bureau of Parking Services facilities. If it is necessary to finance construction of new facilities from the General Fund, parking fee increases will be designed to recoup such loans. No such facility construction or associated fee increase shall occur, however, except pursuant to a written agreement between the parties for the specific facility proposed.

7) The State shall continue to provide to PEF a quarterly report of expenses and revenues of the Bureau of Parking Services in the Centralized Services Fund.

For The State of New York:

For The Public
Employees
Federation, AFLCIO:

Elizabeth D. Moore
Director, Governor's Office of
Employee Relations

Rand Condell
President

Date: October 6, 1988

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.

October 6, 1988

Mr. Rand Condell
President
The Public Employees Federation,
AFL-CIO
1168-70 Troy-Schenectady Road
Albany, New York 12212

Dear Mr. Condell:

In the course of the negotiations of the 1988-91 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.

As part of the parties' agreement to continue that article in the 1988-91 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 1988-91 Agreement.

Sincerely,

Elizabeth D. Moore

Countersigned for PEF:
Rand Condell
President

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.

October 6, 1988

Mr. Rand Condell
President
The Public Employees Federation,
AFL-CIO
1168-70 Troy-Schenectady Road
PO Box 12414
Albany, New York 12212

Dear Mr. Condell:

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.

We have established joint committee relationships in Article 15, Professional Development Committee, Article 18, Health and Safety, Article 21, Employment Continuity, and Article 44, Joint Committee on Institutional Issues. 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 joint committee 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 PEF's participation in the joint relationships established in Articles 15, 18, 21 and 44.

Sincerely,

Elizabeth D. Moore

Countersigned for PEF:
Rand Condell
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 1988-91 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 each designated by the State and PEF and the third selected by agreement of the other two, 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 commit-

tees 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-fourth 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, except that performance advances paid as the result of a performance evaluation for a twelve-month evaluation period which ends on or after October 1, 1988 shall be one-fifth 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.

D. On and after April 1, 1988 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 completion 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, except that performance advances paid as a result of performance evaluations for twelve-month evaluation periods that end on or after October 1, 1988 shall be effective on the dates determined in accordance with the provisions of Article 7, Section 7.9(b)(1) and (2) of the 1988-91 Agreement.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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:
Elizabeth D. Moore
Director, Governor's Office of
Employee Relations

For PEF:
Rand Condell
President

Date: October 6, 1988

October 6, 1988

Mr. Rand Condell
President
The Public Employees Federation,
AFL-CIO
1168-70 Troy-Schenectady Road
Albany, New York 12212

Dear Mr. Condell:

I am writing to confirm our understanding in connection with the negotiation of Article 7, Section 7.10 of the 1988-91 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 1988-91 Agreement.

Sincerely,

Elizabeth D. Moore

Countersigned for PEF:
Rand Condell
President

Attachment

January 15, 1982

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

Dear John:

I am writing to confirm our mutual understanding of the provisions of Article 7, Section 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

October 6, 1988

Mr. Rand Condell
President
The Public Employees Federation,
AFL-CIO
1168-70 Troy-Schenectady Road
PO Box 12414
Albany, New York 12212

Dear Mr. Condell:

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,

Elizabeth D. Moore

Countersigned for PEF:
Rand Condell
President

October 6, 1988

Mr. Rand Condell
President
The Public Employees Federation,
AFL-CIO
1168-70 Troy-Schenectady Road
Albany, New York 12212

Dear Mr. Condell:

This will confirm our mutual understanding of the provisions of Article 30, Verification of Doctor's Statement, Section 30.3, of the 1988-91 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,

Elizabeth D. Moore

Countersigned for PEF:
Rand Condell
President

October 6, 1988

Mr. Rand Condell
President
The Public Employees Federation,
AFL-CIO
1168-70 Troy-Schenectady Road
Albany, New York 12212

Dear Mr. Condell:

In the course of the negotiations of the 1988-91 State/PEF Agreement the parties discussed the continuation of the Standby-On-Call Rosters article from the 1985-88 Agreement.

As part of the parties' agreement to continue that article in the 1988-91 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 1988-91 Agreement.

Sincerely,

Elizabeth D. Moore

Countersigned for PEF:
Rand Condell
President

Mr. John J. Kraemer
President
Public Employees Federation
258 Sawmill 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 restriction on employees' mobility.

Sincerely,

Meyer S. Frucher

October 6, 1988

Mr. Rand Condell
President
The Public Employees Federation,
AFL-CIO
1168-70 Troy-Schenectady Road
Albany, New York 12212

Dear Mr. Condell:

This is to confirm the State's intent to continue for the duration of the 1988-91 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,

Elizabeth D. Moore

Countersigned for PEF:
Rand Condell
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

October 6, 1988

Mr. Rand Condell
President
The Public Employees
Federation, AFL-CIO
1168-70 Troy-Schenectady Road
Albany, N.Y. 12212

Dear Mr. Condell

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 1988-91 State/PEF Agreement.

Sincerely,

Elizabeth D. Moore

Countersigned for PEF:
Rand Condell
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:
/s/Thomas F. Hartnett
Date: May 23, 1984

For PEF:
/s/Joseph B. Sano

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 State will transmit to PEF on a monthly basis a listing of newly established positions and reclassifications, with a proposed negotiating unit or managerial/confidential designation for each position listed. Upon the request of PEF, the State will provide a duties description for any position listed. Upon the request of either party, representatives of the State and PEF will meet to discuss proposed designations.

2. Within 60 days of receipt of a monthly listing, PEF shall notify the State of any negotiating unit assignment or M/C designation with which PEF disagrees.

3. In the event PEF disagrees with a proposed negotiating unit assignment or M/C designation, the unit assignment or M/C designation shall be considered tentative pending final resolution.

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

5. All positions whose negotiating unit assignment or M/C designation are considered to be tentative will be placed in the negotiating unit or M/C category as proposed by the State, except as provided for in paragraph six below, and so reported to PERB.

6. In cases of tentative negotiating unit assignments or M/C designations not agreed to by PEF, where the tentative negotiating unit assignment or M/C designation has been proposed by the State as the result of the reclassification of a filled PS&T unit position, the position shall remain in the PS&T unit pending final resolution of the disagreement.

7. Tentative negotiating unit assignments and/or M/C designations will be reported to PERB with the understanding that at a later date those 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. The State and PEF shall jointly request of PERB that a process be instituted to provide for resolution of all pending tentative designations semi-annually in June and December of each year.

8. 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.

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

For PEF:

/s/ Frank C. Greco

For the State:

/s/ James D. Brown

Date: October 17, 1986

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF NEW YORK
AND
THE PUBLIC EMPLOYEES FEDERATION,
AFL-CIO
CONCERNING
PAYROLL DEDUCTION
OF
PEF/COPE CONTRIBUTIONS

Agreement made this 17th day of October, 1986, by and between the State of New York ("State") and the Public Employees Federation, AFL-CIO in its capacity as representative of employees in the Professional, Scientific and Technical Unit and in accordance with the collective bargaining agreement between the State and PEF.

WITNESSETH

WHEREAS, federal law, 2 U.S. C. Section 441b, 11 C.F.R. Section 114, et seq., authorizes a separate segregated fund established by a labor organization to solicit its members and their families for voluntary contributions for the support of candidates for federal office and permits the facilitation of such contributions through a payroll check-off;

NOW, THEREFORE, it is mutually agreed as follows:

1. PEF, having established a separate segregated fund pursuant to federal law to receive contributions for the support of candidates for federal office only, shall have the

right in conformance with all applicable law to the check-off for such purposes. The fund is known as the New York State Public Employees Federation Committee on Political Education (PEF/COPE). Such PEF/COPE is affiliated with separate segregated funds established by the Service Employees International Union and/or the American Federation of Teachers pursuant to federal law, however any PEF/COPE contributions shall only be for the purposes of federal elections.

2. An employee in the Professional, Scientific and Technical unit who is a member of PEF and who is having union dues deducted from his/her wages may authorize deductions from his/her wages for contribution to the PEF/COPE separate segregated fund ("political contribution deductions") by completing the authorization form annexed hereto which bears the signature of the member and specifies the amount of such deductions that shall be made each payday. Such authorization is entirely voluntary and may be revoked by the employee at any time in writing. The authorization shall remain in effect until the State is notified pursuant to the provisions of paragraph 6 of this Agreement of the revocation of the authorization.

3. Authorizations for political contributions to the PEF/COPE separate segregated fund shall be solicited by PEF strictly in accordance with applicable law and in conformance with paragraph 2 of this Agreement.

4. PEF shall prepare a list of the written authorizations received and such other information, punch cards, computer tapes and any other material in whatever form needed by the State for processing; and it shall transmit such informa-

tion and material to the State or its designee or designees.

5. The State shall begin making such political contribution deductions in the amounts specified on the authorization forms as soon as practicable after receipt of the items described in paragraph 4 above. Such deductions shall be made from regular payrolls only.

6. All requests for revocation of authorization for political contribution deductions shall be in writing and may be delivered to the Union or the payroll office of the State Comptroller on behalf of the State. The party receiving such written request shall, as soon as practicable, send a copy of such request to the other. The political contributions deductions will cease as soon as practicable after the State has received the appropriate notice.

7. The State shall cause to be transmitted to PEF or its designee on each payday the amounts authorized, as well as a list of employees for whom political contribution deductions have been made and the amounts deducted.

8. PEF shall be responsible for complying with all legal requirements regarding the collection of contributions for the PEF/COPE separate segregated fund for the support of only candidates for federal office. The State shall have no responsibility for or liability in connection with the establishment, operation and maintenance of any such fund and the collection of contributions therefor.

9. Guidelines for contributions may be suggested by PEF, provided that the person being solicited is informed by PEF that the guidelines are merely suggestions and that an individual is free to contribute more or less than the guidelines suggest and PEF will not favor or disadvantage

anyone by reason of the amount of the contribution or decision not to contribute.

10. PEF shall submit to the State a separate statement affirming that it is a collecting agent for the PEF/COPE separate segregated fund which is registered with the Federal Election Commission and that such fund is authorized to solicit contributions and make expenditures in accordance with applicable law and giving the name of such fund and evidence of such registration, as well as the names of funds to which it is affiliated.

11. PEF solely shall be responsible for any contribution wrongfully deducted from an employee's wages and transmitted to the PEF/COPE separately segregated fund or to one of the funds to which it is affiliated and solely shall be responsible for refunding such amount to any such employee.

12. If for any reason it is found that the gross amount of a paycheck drawn to an employee must be recalled and redeposited, any deductions from it must necessarily be recovered. Since a deduction made pursuant to this Agreement would already have been forwarded to the Union, the State Comptroller will reduce a check issued subsequently to the Union by the amount of such erroneous deduction.

13. The State, its trustees, its officers, its employees and its agents shall not be liable for any mistake, error of judgment or any other act of omission or commission in the operation of the political checkoff established pursuant to this Agreement. PEF agrees to hold the State, its trustees, its officers, its employees and its agents harmless against any complaint, claim, action, grievance, proceeding or the like arising out of the solicitation, deduction, transmittal or expenditure of said political contributions.

14. Political contribution deductions will be considered last in arithmetical sequence. Where the residual amount of wages after other deductions is less than the full amount of the authorized political contribution deduction, no fractional amount of such deduction will be made or carried over for deduction in any subsequent payroll period.

15. No arrears of any kind or nature will be collected from any employee through the political checkoff system established pursuant to this Agreement.

STATE OF NEW YORK

**PUBLIC EMPLOYEES
FEDERATION,
AFL-CIO**

By: /s/James D. Brown

By: /s/Frank C. Greco

Date: October 17, 1986

October 6, 1988

Mr. Rand Condell
President
The Public Employees Federation,
AFL-CIO
1168-70 Troy-Schenectady Road
Albany, New York 12212

Dear Mr. Condell:

During the negotiation of Article 8 of the 1988-91 State/PEF Agreement the parties discussed extension of the American Express Card program to employees in the PS&T unit. The following confirms the parties' understandings reached on this subject:

As you know, the State currently has a program under which certain employees are provided with an American Express Card at no cost to the employees. The card is restricted to use for payment of travel expenses incurred while in travel status in the performance of official duties. The employees are personally responsible for payment of all expenses charged on the card, and they obtain reimbursement of their expenses at the rates and under the procedures established by the Comptroller. Employees who have obtained the card are not eligible to use Travel Requests or Lodging Requests, or to receive travel advances. Employees may participate in the program only if they are expected to incur travel expenses above an established level on a yearly basis, and participation of any individual employee is subject to the approval of American Express based on whatever review of the individual employee's credit record that company determines to be appropriate.

The State will undertake discussions with American Express to extend the option to participate in this program to employees in the PS&T negotiating unit. Such discussions will be undertaken promptly after completion of negotiations and, subject to the agreement of American Express, we expect that participation can be made available to PS&T unit employees within the first year of the agreement. The program that will be made available to PS&T unit employees, again subject to the agreement of American Express, will be the same program that is available to other employees to whom the program is available, and any changes in the program that may from time to time be made by agreement of the State and American Express, or that may be made by the State in connection with its administration of the program, will apply to PS&T employees in the same manner they are applied to other employees. The State will notify PEF of changes in the program that may from time to time be made by agreement of the State and American Express, or that may be made by the State in the administration of the program, and at the time of such changes PS&T unit employees will have the opportunity to discontinue their participation in the program.

If the agreement of American Express is obtained and participation in this program is made available to employees in the PS&T unit, employees who elect to participate will have the option to discontinue their participation at any time with reasonable advance notice.

Please confirm PEF's agreement with the contents of this letter by countersigning it below.

Sincerely,

Elizabeth D. Moore

Counter-signed for PEF:
Rand Condell, President

October 6, 1988

Mr. Rand Condell
President
The Public Employees Federation
AFL-CIO
1168-70 Troy-Schenectady Road
Albany, New York 12212

Dear Mr. Condell:

In accordance with the discussions of the parties during negotiations of Article 8 of the 1988-91 State/PEF Agreement, the following is information concerning meal allowances to be paid to employees in travel status who are not eligible for lodging:

In accordance with provisions of Article 8, Section 8.1(c), the Comptroller has established the following schedule of meal allowances:

**Meal Allowances for Non-Overnight Travel
in New York State**

I. If employees substantiate meal allowances **with receipts**, they will be reimbursed up to the maximum amounts as follows:

<u>Location</u>	<u>Breakfast Maximum</u>	<u>Dinner Maximum</u>
New York City boroughs of Bronx, Brooklyn, Manhattan, Queens and Staten Island	\$7.00	\$26.00

Counties of Nassau, Saratoga, Suffolk, Sullivan, and Westchester	\$7.00	\$26.00
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All other locations in New York State	\$5.00	\$20.00
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Notes:

- The above rates are those which are in effect as of June 2, 1988.

- These rates include tax and gratuities.

- Should the federal meal allowances be adjusted during the term of the Agreement, the Comptroller shall adjust this schedule so that the total of the breakfast and dinner maximums shall equal the adjusted federal daily meal allowance. The adjusted meal allowance shall be apportioned into breakfast and dinner maximums on a 20%/80% basis, each rounded to the nearest whole dollar.

II. When **no receipts** are submitted for breakfast or dinner, the following allowances will be paid:

<u>Location</u>	<u>Breakfast Maximum</u>	<u>Dinner Maximum</u>
New York City boroughs of Bronx, Brooklyn, Manhattan, Queens and Staten Island	\$3.50	\$10.50
Counties of Nassau, Suffolk, Rockland, and Westchester	\$3.50	\$10.50

All other locations in New York State	\$3.50	\$ 9.50
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Notes:

- These rates include tax and gratuities

Sincerely,

Elizabeth D. Moore

Countersigned for PEF:
Rand Condell
President

October 6, 1988

Mr. Rand Condell
President
The Public Employees Federation,
AFL-CIO
1168-70 Troy-Schenectady Road
Albany, New York 12212

Dear Mr. Condell:

I am writing to confirm understandings reached during the course of negotiation of the 1988-91 State/PEF Agreement.

In connection with these negotiations, we agreed that the State will continue to advise PEF regarding the results of the administration of the job evaluation system; and that PEF will have the opportunity to advise the State of any issues or concerns it may have in this area.

Sincerely,

Elizabeth D. Moore

Countersigned for PEF:
Rand Condell
President

October 6, 1988

Mr. Rand Condell
President
Public Employees Federation
AFL-CIO
1168-70 Troy-Schenectady Road
Albany, New York 12212

Dear Mr. Condell:

The following will confirm the understandings on the subject of vacancy posting reached by the parties during negotiation of the 1988-91 State/PEF Agreement:

In order to achieve the advantages of a wide program of vacancy posting, while at the same time assuring that such a program appropriately reflects the operating needs of State departments, agencies and facilities, the State and PEF agree that this subject should be discussed in agency-level and/or local-level labor/management meetings as appropriate. Discussion in such forums is intended to result in the joint development of posting procedures that will meet the needs of both employees and management of the agency or facility at which such discussion takes place.

Any posting procedures developed through such labor/management discussion shall address at least the following issues:

A definition of the scope of the procedure, including any understandings regarding positions, titles, types of appointments, and/or durations of appointments to which the procedure will be applicable.

A definition of any positions, titles, types of appointments, durations of appointments and/or special situations for which the procedure is understood by the parties to be specifically not applicable.

A definition of the organizational and/or geographic distribution of the posting, i.e., facility-wide, all field offices within a certain area, etc.

A definition of the time period of the posting.

A definition of the information to be included on the posting notice.

A procedure for the notification of specified PEF representatives when management has determined that a position or vacancy which otherwise would be covered by the posting procedure will be exempted from the procedure.

It is intended by the State and PEF that labor/management discussions should also result in the joint development of a monitoring and reporting process so that both PEF representatives and top management representatives at the local and agency levels can from time to time review implementation of the procedure to be sure it is working effectively. It is not intended that procedures developed through the labor/management process provide for the cancellation of appointments that have been made without the posting procedure having been followed. If labor/management deliberations at any level do not result in the development of a mutually satisfactory procedure, or if after the development of such a procedure one party believes the other is failing to comply with the agreement,

that matter is an appropriate subject for discussion at the next higher level of the labor/management process.

Sincerely,

Elizabeth D. Moore

Countersigned for PEF:
Rand Condell
President

October 6, 1988

Mr. Rand Condell
President,
Public Employees Federation, AFL-CIO
1168-70 Troy-Schenectady Road
Albany, NY 12212

Dear Mr. Condell:

This will confirm our understandings reached during the course of negotiation of the 1988-91 State/PEF Agreement, on the subject of performance evaluation.

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 the provisions of Section III of the MOU executed March 19, 1984.

The parties acknowledge that the performance evaluation system is designed to improve individual and organizational performance and productivity, recognize and reward achievement, and identify needs for training, development, and personnel actions. The parties further acknowledge that the performance evaluation system provides a means for supervisors and employees to communicate with each other about tasks, objectives, and work performance. It provides positive opportunities for supervisors to communicate tasks, objectives, standards, and the manner in which work is to be performed to employees, and to provide feedback and evaluation of employees' performance. It provides employees with positive opportunities to have constructive input into the process by

which tasks, objectives and standards are established and, where necessary, to obtain clarification of what tasks and objectives they are required to perform and meet and the standards by which their performance will be rated.

Recognizing the benefits the performance evaluation system can provide to both employees and supervisors, the parties agree that facility-level and agency-level implementation of the performance evaluation system is an appropriate subject for discussion in the labor/management forum. Facility-level and agency-level labor/management committees shall, at the request of either party on such committee, jointly review and address problems arising from local implementation of the performance evaluation system.

Sincerely,

Elizabeth D. Moore

Countersigned for PEF:
Rand Condell
President

October 6, 1988

Mr. Rand Condell
President
Public Employees Federation, AFL-CIO
1168-70 Troy-Schenectady Road
PO Box 12414
Albany, New York 12212

Dear Mr. Condell:

I am writing to confirm our discussions regarding the implementation of Article 13, Section 13.2(c) of the 1988-91 State/PEF Agreement.

Section 13.2(c) provides that when an employee who has previously authorized payroll deductions is placed on the workers' compensation benefit, the State will continue to make such previously authorized payroll deductions from the "net supplement" paid to the employee by the State.

Although in the past this provision has been interpreted by the parties to be limited to deductions for health insurance, retirement and union dues or agency shop fees, we have agreed that effective as soon as practicable, the State will extend this deduction to any deductions previously authorized by the employee and in place as of the date immediately prior to the employee's being placed on the workers' compensation benefit. Such additional deductions shall be made from the supplement to the extent possible after deductions for health insurance, retirement and union dues or agency shop fee.

Please counter-sign this letter below to confirm that this

letter accurately reflects our discussions and understandings on this matter.

Sincerely,

Elizabeth D. Moore

COUNTERSIGNED FOR PEF:
Rand Condell
President

October 6, 1988

Mr. Rand Condell
President
Public Employees Federation, AFL-CIO
1168-70 Troy-Schenectady Road
Albany, New York 12212

Dear Mr. Condell:

This will confirm our discussions concerning the application of the provisions of Section 12.4(c) of the Agreement to employees who move from full-time to part-time positions.

The provisions of Article 12, Attendance and Leave, Section 12.4(c), of the 1988-91 Agreement will be applied consistent with current New York State Attendance Rules to employees who are employed less than full time. Employees who move from full-time to part-time status will retain their current vacation credits and continue accruing credits from the date of the schedule change until the following April 1. After the April 1 first following the change in status, these employees will retain their vacation credits, even if they exceed the maximum, but will not earn additional accruals until sufficient vacation credits have been used to bring the accrual balance below the allowable vacation credit maximum, which is prorated on the basis of the percentage of part-time employment.

This is consistent with the practice that applied prior to negotiation of the provision authorizing exception to the vacation maximum. It does not represent a change from how employees moving from full-time to part-time were treated in the past.

Please signify your concurrence with this previously agreed to understanding by signing below and returning a copy.

Sincerely,

Elizabeth D. Moore

Countersigned for PEF:
Rand Condell
President

Mr. Rand Condell
President
Public Employees Federation
1168-70 Troy-Schenectady Road
PO Box 12414
Albany, New York 12212

Dear Mr. Condell:

This letter will confirm the understanding of the parties in connection with the provisions of Article 7, Section 7.12(b) of the 1988-91 State/PEF Agreement.

Section 7.12(b) establishes a time period of April 1 through June 15 for the purpose of the filing or revocation of waivers of holiday pay in the first year of the Agreement. Since the agreement was not executed by that time, we have agreed that the time period for the filing or revocation of such waivers in the first year of the Agreement shall be the time period of October 6, 1988 through November 30, 1988.

Please confirm that this letter accurately reflects our agreement on this subject by counter-signing below on behalf of PEF.

Sincerely,

Elizabeth D. Moore

COUNTERSIGNED FOR PEF:

Rand Condell
President

Date: October 6, 1988

October 6, 1988

Mr. Rand Condell
President
Public Employees Federation
1168-70 Troy-Schenectady Road
PO Box 12414
Albany, New York 12212

Dear Mr. Condell:

This letter will confirm the understandings of the parties reached in connection with the negotiation of Article 11, Accidental Death Benefit, in the 1988-91 State/PEF Agreement.

The original intent of the parties in the negotiation of this provision in the 1985-88 State/PEF Agreement, which is hereby reaffirmed, was as follows in regard to eligibility for the tuition benefit set forth in Section 2 of Article 11:

The Section 11.2 tuition benefit was intended to provide assistance to deceased employees' children who would have been dependent on the employee to provide that assistance. Thus it is restricted to persons whose enrollment in college has begun before their twenty-first birthday, and whose attendance continues for consecutive semesters thereafter. It does not apply to persons who begin college after their twenty-first birthday, and it ceases to be applicable to persons who, after reaching their twenty-first birthday, have a break of one full semester (or trimester or other normal school term except "summer school") after reaching their twenty-first birthday.

The Section 11.2 tuition benefit is applicable to any single person for only the equivalent of eight full semesters, or such other period as is normally required to obtain a bachelor's degree.

Please confirm that this letter accurately sets forth our understandings on this subject by counter-signing below.

Sincerely,

Elizabeth D. Moore

COUNTERSIGNED FOR PEF:

Rand Condell, President

Date: October 6, 1988

APPENDIX IV

Workers' Compensation Benefits

This Appendix describes workers' compensation benefits provided by Article 13 of this Agreement for injuries which occurred on or after April 1, 1986. It is a brief summary of the major aspects of the program and is not intended to be an all-inclusive discussion of the benefit. It is beyond the scope of this material to deal with unusual or exceptional circumstances. The Appendix does not supersede the contract language nor the bargaining history.

All absences related to the injuries which occurred before April 1, 1986 shall be subject to Article 13 Workers' Compensation Leave Without Pay for the 1982-85 Agreement.

Introduction

Employees in the Professional, Scientific and Technical Services (PS&T) bargaining unit who are disabled as a result of a compensable injury or disease are eligible for both wage replacement benefits and medical benefits pursuant to the Workers' Compensation Law. The compensation benefit provided by the law partially replaces employees' wages that are lost due to absence caused by an on-the-job injury or disease.

Article 13 of this Agreement provides an additional benefit to certain employees in the PS&T bargaining unit, which includes a supplement to the wage replacement benefit. Nothing in Article 13 is intended to diminish the rights or benefits of employees pursuant to the Workers' Compensation Law.

The Benefit

Eligible employees who are absent due to a compen-

sable injury have their wages replaced by two income sources—the workers' compensation statutory benefit (State Insurance Fund (SIF) payment) and a supplemental benefit under Article 13 (State Supplement). The employee will receive direct payments from the State Insurance Fund of the compensation benefits due under the Workers' Compensation Law. The employee will also receive from the Office of the State Comptroller a supplemental paycheck, which when added to the SIF payment will provide the employee with his or her net salary as of the date of injury. The State supplement is payable for the first nine cumulative months (39 weeks) of compensable absence for each occupational injury or disease as determined by the Workers' Compensation Law.

Net salary is defined as an employee's normal gross salary minus federal, state and local withholding tax and FICA. The Office of the State Comptroller will calculate the amount of the State supplement based on the employee's net salary and the SIF payment. If at any time the SIF payment changes, the supplement will be recalculated to ensure that the employee receives net salary for all eligible absences. The payroll requirements are detailed in the Comptroller's Payroll Bulletin No. P-481, dated April 23, 1986.

Previously authorized payroll deductions will be taken from the State supplement. In the case where the State supplement is not sufficiently large enough to meet all these obligations, the employee is responsible for making the payments directly.

Applicability

To be eligible for the additional benefit (State supple-

ment) provided in Article 13 of this Agreement, the following conditions must be met:

1. the accident or incident leading to the injury or disease must occur on or after April 1, 1986;
2. the employee must be disabled because of an occupational injury or disease as defined in Workers' Compensation Law;
3. the employee must be absent due to a compensable disability; and,
4. the employee must have attendance rules coverage.

The attendance rules referred to are: Attendance Rules for Employees in NYS Departments and Institutions, Attendance Rules for Institution Teachers of the Department of Correctional Services, Attendance Rules for Institution Teachers of the Office of Mental Health, Attendance Rules for Institution Teachers of the Office of Mental Retardation and Developmental Disabilities, Attendance Rules for Institution Teachers of the Division for Youth, and the Regulations of the Commissioner of Education.

All annual salaried employees have attendance rules coverage. Also, employees paid on an hourly or per diem basis who work at least half-time on a regular schedule can attain rules coverage after completing 19 qualifying bi-weekly pay periods.

Waiting Period

The Workers' Compensation Law contains a waiting period before an employee is eligible for a wage replacement benefit. The same waiting period will be used for the State supplement.

The statutory waiting period for compensation benefits is as follows:

1. If the absence due to a workers' compensation injury

or disease does not exceed seven calendar days, no wage replacement benefit is payable;

2. If absence is for at least eight calendar days, but does not exceed 14 calendar days, wage replacement benefits are payable beginning with the eighth day of absence;

3. Once absence due to a single injury or disease is for 15 calendar days or more, wage replacement benefits are payable retroactively to the first day of absence.

During the statutory waiting period, employees charge absences to leave credits. Those credits are reccredited only for the period that the SIF or the Board determines that a wage replacement benefit is payable.

The first day of absence for the purpose of calculating the waiting period and eligibility for benefits is determined by the State Insurance Fund (SIF) pursuant to the Workers' Compensation Law. To be eligible for the State supplement from the first day of compensable absence, an employee must notify the employer upon the employee's first day of absence or within seven calendar days of the date the injury was sustained. If the employee is medically unable to provide the notice, such notice may be provided by an attending physician or family member. The employee must thereafter verify such information.

If the employee's notification to the employer exceeds the time limit, the first day of eligibility for the State supplement commences with the date of notice. In cases of late notification, the State may, in its sole discretion, pay the supplement from the first day of compensable absence.

Challenged Claims

Eligibility for the workers' compensation benefit under Article 13 is dependent upon the State Insurance Fund/Workers' Compensation Board determination that a dis-

ability exists and that such disability resulted from an occupational injury or disease. Whenever the SIF challenges a claim (because it is alleged that such injury or disease did not occur on the job or it is alleged that the employee has not suffered any such injury or disease), the employee will not be eligible for a benefit under Article 13 unless and until the SIF or Workers' Compensation Board makes a determination in the employee's favor.

Where the SIF challenges the claim as not occupationally related, the employee continues to be eligible to use his or her leave credits and to be granted sick leave at half-pay as is the case for any ordinary disability. If the SIF has challenged the claim because it believes there is no disability, the employee is expected to report to work and will not be eligible to use leave credits and will not be granted sick leave at half-pay unless and until the SIF or the Workers' Compensation board makes a determination in the employee's favor. Advanced leave, as described in the next section, will not be made available to an employee whose absence is challenged.

If a challenged claim is resolved in favor of an employee by the SIF or the Workers' Compensation Board, the SIF must begin making payments and the employee then becomes eligible for the State supplement. If an employee was on leave without pay during the period of contested absence, SIF payments and supplemental payments will be made in lump sums directly to the employee. If the employee was on sick leave at half-pay pending the decision of the SIF or the Issuance of the Board award, the employee will receive lump sum payments whose sum will equal the difference between the employee's sick leave at half-pay and 100% of net pay. The sick leave at half-pay

usage shall be recredited to the employee. If an employee was on leave with full pay using leave credits, the employee will receive the SIF payments and State supplements for a period of time equivalent to the previous absence for which the Board award was made. The leave credits will be recredited to the employee.

Unchallenged Claims

Where the SIF decides not to challenge a workers' compensation claim, an employee necessarily absent from duty because of an occupational injury or disease becomes eligible for the statutory benefit and for the nine-month State supplement. During the time required for the SIF to evaluate the claim prior to beginning payment, the employee who is necessarily absent shall be allowed to use leave credits. Leave credits may be used from the first day of disability until the employee receives the SIF payment and State supplement. When such an employee exhausts his or her leave credits before the SIF payments begin, the appointing authority shall advance leave with pay for all necessary absences if:

1. the absence is for at least eight calendar days; and,
2. the employee has not refused advanced leave in writing.

Once the State Insurance Fund determines the period of compensable absence, the credits charged for the period will be recredited to the employee in full, upon the employee's return to work, placement of the employee on the supplemental payroll, separation from State service or upon an award by the Workers Compensation Board, whichever occurs sooner.

Leave credits used during the first seven calendar days of absence cannot be recredited unless an employee's

absence exceeds 14 calendar days. Leave credits used during the eighth through fourteenth day of absence are reccredited to the employee because he or she is eligible for wage replacement benefits beginning on the eighth day of absence. Leave credits used to keep an employee who is absent in full pay status pending receipt of the SIF payment and State supplement are also reccredited to the employee. There are no restrictions on the use of the leave so reccredited to the employee.

Status

An employee receiving the SIF payment and State supplement as provided in Article 13 shall be considered on the payroll in full pay status 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.

While absent and either charging leave credits, or receiving advanced leave or receiving the SIF payment and State supplement, an employee earns normal biweekly leave credits. Such employee is also granted vacation bonus days or additional vacation credits and personal leave if the anniversary dates fall during this period. An employee absent on the supplemental payroll is considered to be in full pay status for the purpose of crediting leave.

Upon an employee's return to work, the employee may remain on the supplemental payroll for some period of time. Eligibility to earn and be granted leave credits will be determined by his or her actual attendance during each pay period. Such an employee, even if being paid from the supplemental payroll, is treated in the same manner as any other employee who is physically present at work without

regard to which payroll the checks are being drawn from. For example, an eligible employee scheduled for a 40-hour work week who is present at work but on the supplemental payroll must be paid overtime (based on normal gross salary) if he or she works beyond 40 hours.

Therapy

The SIF payment and State supplement shall be provided for absences due to therapy, doctor's appointments for the compensable injury, and other continuing treatment as required if such absences are found compensable by the Workers' Compensation Board. The State supplement shall be paid upon payment by the SIF of the Board award.

Exhaustion of State Supplement

The SIF payment and State supplement shall be provided for a period of up to 39 weeks for each occupational injury. At the expiration of the 39-week period, an employee shall be allowed to use accrued leave credits, and upon exhausting said leave credits, shall be granted both sick leave at half-pay, if eligible, and leave without pay until such time as the employee returns to work or is separated from service.

An employee who uses leave credits after the 39-week period is exhausted shall be entitled to restoration of such credits that are used during a period of absence for which an award of compensation has been made and credited to the State as reimbursement for wages paid. Such restored leave credits cannot be used for future absences caused by the same injury or disease.

Nothing in Article 13 authorizes the continuation of the employment of an individual who would otherwise be terminated by operation of law, rule or regulation.

APPENDIX V

VRWS Guidelines

VOLUNTARY REDUCTION IN WORK SCHEDULES

PROGRAM GUIDELINES FOR FISCAL YEARS 1988-1991

Introduction:

Voluntary Reduction in Work Schedule (VRWS), commonly referred to as Voluntary Furlough, is a program that allows employees to voluntarily trade income for time off. This program is extended for Fiscal Years 1988-89, 1989-89, and 1990-91. The VRWS program is available to eligible annual- salaried employees in the Professional, Scientific and Technical Services Unit (PS&T).

1. Purposes

- a. VRWS provides agencies with a flexible mechanism for allocating staff resources.
- b. VRWS permits employees to reduce their work schedules to reflect personal needs and interests.

2. Limitations: Eligibility, Work Schedule Reduction, Term of VRWS

- a. Eligibility: This program is available to certain annual-salaried employees in the Professional, Scientific and Technical Services Unit (PS&T).

(1) Employees are required to have 26 consecutive

payroll periods of full-time annual salaried State service immediately prior to entry into a VRWS program. Payroll periods of VRWS participation, Sick Leave at Half Pay, or Workers' Compensation Leave will count as full-time annual salaried service in computation of the 26 consecutive payroll periods so long as the employee was working on a full-time annual salaried basis immediately prior to the VRWS participation, Sick Leave at Half Pay, or Workers' Compensation Leave. For example, an employee who had worked twenty-one payroll periods on a full-time annual salaried basis followed by five payroll periods on Sick Leave at Half Pay and then returned to work would be eligible for VRWS upon return to work.

(2) Employees who were eligible for the VRWS program under the 1984-86 Program Guidelines continue to be eligible to participate in the 1988-91 program even if they never participated in the 1984-86 VRWS program. (Under the Guidelines for the 1984-86 program, VRWS was available to employees 1) who were full-time annual-salaried employees as of April 1, 1984 or 2) who first entered the PS&T unit as full-time annual-salaried employees between April 1, 1984 and April 1, 1986.)

b. Work Schedule Reduction: Participating employees may reduce their work schedules (and salaries) a minimum of 5%, in 5% increments, up to a maximum of 30%.

c. Term of VRWS Program: The VRWS program is extended through the term of the 1988-91 State/PEF agreement.

3. Description of an Employee VRWS Program

a. Employee develops a plan for a reduced work schedule.

b. Management reviews and approves plan as long as it is consistent with operating needs.

c. Jointly agreed plan specifies:

(1) Duration of VRWS agreement.

(2) Percentage reduction of work schedule and salary.

(3) Amount of VR Time earned in exchange for reduced salary.

(4) Schedule for use of VR Time earned. This may be either a fixed schedule, i.e., every Friday, every Wednesday afternoon, an entire month off, etc., or intermittent time off.

(i) An employee's fixed schedule VR Time off, once the VRWS schedule has been agreed upon by management, cannot be changed without the consent of the employee except in an emergency. In the event an employee's schedule is changed without the consent of the employee, the employee may appeal this action through an expedited grievance procedure.

(ii) VR Time used as intermittent time off will be subject to scheduling during the term of the VRWS agreement, and will require advance approval by the employee's supervisor.

d. While the VRWS agreement is in effect, the employee will earn and accumulate VR credits in accordance with the percentage reduction in workweek, i.e., a 10% reduction will result in 7.5 or 8 hours of VR credit earned each payroll period; the employee will charge VR credits on his or her scheduled VR absences, i.e., an employee whose VRWS schedule calls for one-half day off every Friday afternoon will charge 3 3/4 or 4 hours VR credits each Friday afternoon. An employee whose VRWS agreement calls for a 10% reduction and taking an entire month

off will work his or her full 37 1/2 or 40 hours each week, accrue 7.5 or 8 hours of VR credit each payroll period, and have the accumulated VR credits to use during that month.

e. The employee never goes off the payroll. The employee remains in active pay status for the duration of the agreement and receives pay checks each payroll period at the agreed-upon temporarily reduced level.

f. The employee will work a pro rata share of his or her normal work schedule over the duration of the agreement period.

g. Participation in the VRWS program will not be a detriment to later career moves within the agency or the State.

h. Scheduled non-work time taken in accordance with a VRWS program shall not be considered to be an absence for the purpose of application of Section 4.5(f) of the Civil Service Rules governing probationary periods.

4. Time Limits

The employee and management can establish a VRWS program of any number of payroll periods in duration from 1 to the number of payroll periods remaining in the term of the VRWS program. The VRWS agreement must begin on the first day of a payroll period and end on the last day of a payroll period. The employee and management may, by agreement, discontinue or modify the VRWS agreement if the employee's needs or circumstances change.

5. Time Records Management

a. All VRWS schedules will be based on the crediting and debiting of VR credits on the employee's time card against a regular 37 1/2 or 40 hour workweek.

b. VR credits earned during FY 88-89, 89-90 and 90-91 may be carried over on the employee's time card past the end of the individual VRWS agreement and past the end of the VRWS program period but must be liquidated by September 30, 1991. VR credits earned during FY's 1986-87 and 1987-88, may be carried over but must be liquidated by September 30, 1988 as specified under the terms of the 1986-88 VRWS program. During this carry-over period agencies will need to keep separate accounting (perhaps in separate columns on the time record) of credits earned under the 1986-88 program and those earned under the 1988-91 program.

c. There is no requirement that existing paid leave credits (including previously earned and banked VR credits) be exhausted prior to the beginning of the new VRWS agreement. VR credits earned under the 1986-88 program are available for use as are any other leave credits during the carry-over period from April 1, 1988 - September 30, 1988. However, agencies should encourage employees to use carried-over VR credits on a priority basis. An employee may, for example, enter into a VRWS agreement under the 1988-91 program which calls for earning and charging VR credits each pay period while continuing to liquidate on an intermittent basis (or on a prescheduled basis) VR credits banked under the 1986-88 program.

6. Advancing of VR Credits; Recovering a VR Credit Debit

a. To accommodate employees whose VRWS agreement calls for an extended absence during the agreement period, agencies may advance VR credits in an amount not to exceed the number of hours for which the employee is

paid in one payroll period.

b. If an employee terminates his or her employment and has a VR debit, the agency shall recover the debit from the employee's lagged salary payment for his or her last payroll period at work.

7. Coordination with Alternate Work Schedules

a. It is possible to coordinate VRWS agreements with alternate-work-schedule-type arrangements when desired by the employee and consistent with operating needs. For example, a VRWS agreement can be combined with four-day week scheduling for a 37 1/2 hour/week employee by the employee opting for a 10% reduction to produce a workweek of 3 days of 8 1/2 hours and 1 day of 8 1/4 hours. Such a schedule would generate savings of commuting expenses, child care costs, etc. for the employee.

b. Copies of the "Application for Voluntary Reduction in Work Schedule (VRWS)" must be filed with the Division of the Budget, Attention: Management Review and Labor Relations Unit, for those applicants who propose to use VR time credits in conjunction with a newly established alternative work schedule (AWS), e.g., longer workday/shorter workweek. Agencies may utilize this filing procedure instead of that currently required by Budget Policy and Reporting Manual, Item G-068 for employees who propose to combine a Voluntary Reduction in Work Schedule program with an Alternative Work Schedule option.

8. Effect on Benefits and Status

The effect of participation in the VRWS program on

benefits and status is outlined in Appendix A (attached).

9. Effect on Overtime Payment for Overtime Eligible Employees

Scheduled absences charged to VR credits, unlike absences charged to leave credits, are not the equivalent of time worked for purposes of determining eligibility for overtime payments at premium rates within a workweek. For example, an employee who, under an 80% VRWS schedule works four days, charges the fifth day to VR credits, and is called in to work a sixth day, will not be considered to have worked the fifth day and thus will not be entitled to premium rate payments on the sixth day.

Sections 135.2(h) and (i) of Part 135 of the Budget Director's Overtime Rules are waived to the extent necessary to permit payment of overtime compensation to overtime-eligible employees who are participating in this program.

10. Discontinuation of VRWS Agreements

Although VRWS agreements are for stated periods of time, they can be discontinued by mutual agreement at the end of any payroll period. Employees who go on Sick Leave at Half Pay for 28 consecutive calendar days or who are absent because of a work-related injury or illness for 28 consecutive calendar days will have their VRWS agreement cancelled and be returned to their normal work schedule and pay base.

11. Provisions for Payment of Banked (Unused) VR Time in Exceptional Cases

The VRWS program is intended to be a program that

allows employees to voluntarily trade income for time off. The plan for program participation between the employee and management includes a plan for the use of VR Time earned. Management must make every effort to ensure that VR Time earned by an employee is used under the terms of the individual VRWS program, before the September 30, 1988 or September 30, 1991 liquidation dates (see section 5b), before the employee separates from State service, and while the employee is on the job he or she was in when the VRWS program agreement was made. If this is not possible, payment for Banked (Unused) VR time can be made in exceptional cases that fall under the following criteria:

- 1) Employees who accumulated VR Time during the 1986-88 VRWS program and are unable to utilize VR Time by September 30, 1988 due to management requirements predicated on workload will be paid at the then current straight time rate of pay. Payment will be made within two payroll periods following the September 30, 1988 liquidation date.

- 2) Employees who accumulated VR Time during the 1988-91 VRWS program and are unable to utilize VR Time by September 30, 1991 due to management requirements predicated on workload will be paid at the then current straight time rate of pay. Payment will be made within two payroll periods following the September 30, 1991 liquidation date.

- 3) Unused VR Time will be paid at the then current straight time rate of pay upon layoff, resignation from State service, termination, retirement or death.

- 4) Upon movement of an employee from one agency to another or between facilities or institutions within an

agency, unused VR Time will be paid at the then current straight time rate of pay by the agency or facility/institution in which the VR Time was earned, unless the employee requests and the new agency or facility/institution accepts the transfer of the VR Time on the employee's time card. The lump sum payment for VR balances upon movement to another agency or facility/institution will be made irrespective of whether or not the employee is granted a leave of absence from the agency where the VR time was earned. The lump sum payment applies to VR time earned under the 1986-88 program if the employee changes agencies during the grace period of April 1, 1988 through September 30, 1988 as well as to VR Time earned under the 1988-91 program. Payment will be made within two payroll periods following the move to the new agency/facility/institution.

5) Requests for payment in exceptional cases other than those specified above should be directed to GOER Research Division - VRWS Program and will be decided on a case-by-case basis.

In all cases where payment for unused VR Time is made, notification of payment must be sent to GOER Research Division-VRWS Program. Such notification must include date of payment, circumstances of payment, employee's name, title, number of hours in the employee's normal workweek (37 1/2 or 40), number of days of unused VR Time, daily rate of pay, and gross dollar amount of payment. In addition, agencies must certify that they have not already used these savings for replacement staff in other programs or, if they have, identify another funding source for the payment.

12. Review of VRWS Denials

a. Individual Requests

An employee whose request to participate in the VRWS program has been denied shall have the right to request a written statement of the reason for the denial. Such written statement shall be provided within five working days of the request. Upon receipt of the written statement of the reason for the denial, the employee may request a review of the denial by the agency head or the designee of the agency head. Such requests for review must be made, and will be reviewed, in accordance with the following procedure:

(1) Requests must be submitted by the employee or the employee's representative within ten working days of receipt of the written statement or of the date when the written statement was due.

(2) Requests must be submitted to the official who serves as the agency head's designee at Step 2 of the grievance procedure. Employees of facilities must concurrently provide a copy of such request to the facility head.

(3) Such requests shall specify why the employee believes the written reasons for the denial are improper. The request must explain how the employee believes his/her work can be reorganized or reassigned so that his/her participation in the VRWS program will not unduly interfere with the agency's program operations.

(4) The designee of the agency head shall review the appeal and make a determination within ten working days of receipt. The determination shall be sent to the employee with a copy to the President of PEF. The determination shall be based on the record, except that the agency head's designee may hold a meeting with the employee and/or the

employee's supervisors if the designee believes additional information or discussion is required to make a determination. If the employee believes that there are special circumstances that make a meeting appropriate, the employee may describe these circumstances in addition to providing the information specified in paragraph 3 above, and request that a review meeting be held. The agency head's designee shall consider such request in determining whether or not to hold a review meeting.

(5) The determination of the agency head's designee shall not be subject to further appeal.

b. Facility-Wide or Agency-Wide Practices

When PEF alleges that an agency or a facility, or a subdivision thereof, has established a practice of routinely denying employee applications to participate, this matter shall be an appropriate subject for discussion in a labor/management committee at the appropriate level. Such labor/management discussions shall be held in accordance with the provisions of Article 24 of the State/PEF Agreement.

13. Reporting

Send one copy of the approved VRWS Application form to GOER Research Division - VRWS Program.

14. Exceptions

The restrictions and limitations contained in these Program Guidelines may be waived by the Governor's Office of Employee Relations whenever that Office determines that strict adherence to the guidelines would be detrimental to the sound and orderly administration of State government.

Note 1: The Department of Civil Service will issue Attendance and Leave Guidelines that describe the way in which the leave provisions of the Attendance Rules, negotiated agreements, and related laws and policies apply to VRWS participants. See Attendance and Leave Manual Advisory Memorandum No. 86-02, Section 26.1, dated September 15, 1986 issued for the 1986-88 VRWS program until a new advisory memorandum is issued.

Note 2: The Office of the State Comptroller will issue a payroll Bulletin explaining PR-75 transaction codes and data requirements for employees participating in VRWS. See Bulletin P-486 dated June 13, 1986 until a new bulletin is issued. Form PR-75, Payroll and Personnel Transactions, using transaction code "VOL.REDUCT" must be submitted to place an employee on a VRWS program with reduced pay. A new form PR-75 must be submitted if there is a change in an employee's VR schedule that involves a change in the salary payment (percent of reduction). Upon termination of the VRWS agreement, Form PR-75 using the transaction code "CHG PT FUL" must be submitted to return the employee to full time employment and full pay.

APPENDIX A
VOLUNTARY REDUCTION IN
WORK SCHEDULE

Effect on Benefits and Status

Annual Leave

full accruals; no change in earnings rate

Personal Leave

full credits; no change in earnings rate

Sick Leave at Full Pay

full accruals; no change in earnings rate

Holidays

no change in holiday benefit

Sick Leave at Half Pay

no impact on eligibility or entitlement. Employees who go on Sick Leave at Half Pay for 28 consecutive calendar days will have their VRWS agreement cancelled and be returned to their normal work schedule and pay base.

Worker's Compensation Benefits

no impact on eligibility for entitlement to worker's compensation benefits pursuant to Rule or contract. Following 28 consecutive calendar days of absence due to a work-related injury or illness, the VRWS agreement is cancelled and the employee returned to his or her normal work schedule and pay base. At that point the employee receives worker's compensation benefits based on the normal full-time salary and no longer earns VR credits.

Military Leave

no impact on eligibility or entitlement

Jury-Court Leave

no impact on eligibility or entitlement

Paid Leave Balances on Time Card

There is no requirement that leave credits be exhausted prior to the beginning of the VRWS agreement. Paid leave balances are carried forward.

Shift Pay

prorate

Inconvenience Pay

prorate

Location Pay

prorate

Geographic Pay

prorate

Pre-Shift Briefing

prorate

Salary

normal gross salary earned is reduced by percentage of voluntary reduction in work schedule; no effect on base annual salary rate

Payroll

employee never leaves the payroll; employee remains in

full payroll status with partial pay for the duration of the agreement period and receives pay checks each pay period at the agreed upon temporarily reduced level

Return to Normal Work Schedule

employee will return to his other normal work schedule upon completion of the VRWS agreement period

Banked (Unused) VR Time Upon Return to Normal Work Schedule

VR Time Credits earned during Fiscal Years 1988-89, 1989-90 and 1990-91 program may be carried forward on the employee's time card after completion of the individual VRWS agreement period and past the end of the VRWS program period but must be liquidated by September 30, 1991

Banked (Unused) VR Time Upon Separation

unused VR Time Credits will be paid at the straight time rate upon layoff, resignation from State service, termination, retirement or death

Banked (Unused) VR Time Upon Promotion, Transfer or Reassignment Within an Agency or Within a Facility or Institution

unused VR Time Credits are carried forward on the employee's time card when movement is within an appointing authority. Continuation of the VRWS program is at the discretion of management.

Banked (Unused) VR Time Upon Movement From One Agency to Another or Between Facilities or Institutions Within an Agency

unused VR Time Credits will be paid at the straight time rate by the agency or facility/institution in which the VR Time was earned, unless the employee requests and the new agency or facility/institution accepts the transfer of VR Time on the employee's time card

Health Insurance

no effect; full coverage

Dental Insurance

no effect, full coverage

Employee Benefit Fund

no effect

Survivor's Benefit

no effect

Retirement Benefit Earnings

will reduce final average salary if VRWS period is included in three years earnings used to calculate final average salary

Retirement Service Credit

prorate

Social Security

no change; contribution rate set by Federal Law (7.51% for 1988)

Unemployment Insurance

no change

Performance Advance or Increment Advance

evaluation date is not changed; no change in eligibility

Performance Award or Lump Sum Payment

no impact; no change in eligibility

Longevity Increase

no change in eligibility

Probationary Period

no effect

Traineeship

no effect

Layoff

no impact; seniority date for layoff purposes is not changed

Seniority

no impact; employee never leaves the payroll; seniority date is not changed; full seniority credit is earned

Seniority for Promotion Examinations

no impact; VR time used shall be counted as time worked in determining seniority credits for promotion exams

Eligibility for Promotion Examinations

no impact; VR time used shall be counted as time worked in determining eligibility for promotion exams

Eligibility for Open Competitive Examinations

prorate; VR time used shall not be considered time worked for determining length of service for open competitive examinations

Overtime Work

VR time used shall not be counted as time worked in determining eligibility for overtime payments at premium rates within a workweek

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