Questions Answered at August 2020 Town Hall

1. **John Munn** – “I plan on retiring in 2020, does the contract team anticipate that any wage increases eventually negotiated would be fully retroactive?”

   We will do everything we can to achieve retroactivity of raises. Retroactivity is a term that is subject to negotiations and requires agreement of the parties. As you are probably aware, the 2020 raises previously negotiated for other bargaining units were postponed, and given the economic climate, those bargaining units have not legally challenged the postponement.

2. **Brandon Seebauer** – “I’m just wondering how close PEF is to finalizing a contract and what have PEF and the State already agreed to in contract negotiations?”

   Any agreements reached along the way on individual contract articles are subject to agreement on the entire contract. That being said, we have discussed numerous contractual articles and have made headway on improvements to the following:

   - Labor/Management process (Article 24)
   - Professional Development programs (Article 15)
   - Quality of Working Life Programs (Article 14)
   - Telecommuting

   We have also had numerous discussions on economic items and non-economic items such as

   - Longevities
   - The PEP program
   - Improving the grievance process
   - Vacation scheduling and accrual carry over
   - Requirements for medical documentation for absences

3. **Margaret Rathburn** – “I would rather wait for a contract than take major health insurance concessions.”

   Any concessions on health insurance must be negotiated. The State's economic proposal tied salary increases to increases in various health insurance co-pays; the most prevalent one being the 25% increase from $20 to $25 for an office visit. We have not reached a final agreement on these terms. Other units acquiesced to those increased co-pays. Now, the raises that were tied to those health insurance concessions for the other units have been postponed.
4. “Are we paying more for health insurance co-pays because we don’t have a contract?”

As mentioned previously, PEF is actually paying less for health insurance co-pays. Other unions negotiated an increase in co-pays for the 2% raises that are on hold. We still have the lower co-pays that were in effect for the 2016-2019 contract.

5. Mukund Desai – “Will our dental insurance improve?”

We have heard from the membership that dental insurance is a significant concern. We have been actively engaged on numerous fronts to achieve improvements to the dental benefit, including access to network dentists in ALL areas of the State and the inclusion of implants and other improvements to coverage.

PEF has put out an RFP to major national dental carriers to seek a competitive plan given the State’s failure to put the dental contract out to bid in decades. We are carefully analyzing the RFP responses with a focus on ensuring improvements such as coverage for implants and making sure that there is a sufficient network of participating dentists in ALL areas of the State.

6. Maggie Taylor – “Will the contract include Paid Family Leave?”

Paid Family Leave is one of the subjects that we have been discussing since negotiations began. Paid Family Leave-- under the NY law-- is a fully employee-funded program. It is funded through payroll deductions. The law did not include public sector employees represented by a union. Instead, public sector employers such as the State must negotiate the benefit with the unions. Ultimately, any tentative agreement including Paid Family Leave is subject to ratification by the union membership.

It is important to note, however, that the Paid Family Leave law was devised mainly for workers without employer provided vacation, personal, or sick time, and the law requires eligible employees to pay for the benefit.

7. Jill Hamilton – “Will we be able to continue to telecommute?”

The current emergency telecommuting agreement goes through October 2, 2020, unless extended. We will continue to advocate for widespread telecommuting both through the pandemic and afterwards. As offices begin to bring staff back, we will continue to aggressively take action to protect the health and safety of our members.

Additionally, school will soon be starting across the state and we understand the need for members to have the ability to telecommute beyond October 2nd. We have been pushing, and will continue to push, for alternatives like flex schedules and alternative work schedules to ease the stress of those with going-back-to-school age children. We have also been forced to file another lawsuit on the Families First Coronavirus Response Act (FFCRA). The FFCRA was designed for this very situation, yet some agencies that have been understaffed for years are
now denying the FFCRA for our members as a way to make up for their poor management and understaffing decisions. Our members have proven better than anyone that telecommuting is efficient and should be permanent. If interested in the FFCRA, please contact your local field representative for assistance with the application process. A list of field staff can be found on the PEF website – PEF.ORG

NOTE: PEF has been fighting for legislation to require the state to develop a comprehensive telecommuting plan and that legislation still requires union approval through negotiations: S.4647-B (Senator Kaplan)/A.7127-B (Assemblymember Rozic)

8. Scott Avidon – “Can we bypass the ‘table’ and go to arbitration?”

No, "interest arbitration" is not available to the PS&T unit, although it is to the uniformed units. We will continue to monitor the situation as we always do to determine whether the facts would warrant declaring, and whether it would be in the unit's best interest to declare, an impasse.

9. Ron Obryan – “Are the staff that has had their payroll steps denied going to eventually get them and are they going to be retroactive?”

Performance advances, or the steps between hiring rate and job rate, do not "sunset." That is, the entitlement to these payments continues even when the contract has expired. No one should have been denied steps after contract expiration, and we have not heard of any such problems. All eligible PS&T members should have received their performance advances (steps) when they became due, even after expiration of the contract in April 2019. Those members due for an upcoming performance advance in October 2020 similarly remain eligible and should receive their step regardless of the status of contract negotiations.

10. David Rubinton – “Will PEF be fighting for downstate equity?”

We have heard how important this is to our downstate members. During contract negotiations, PEF has been fighting for increases to both the Downstate and Mid-Hudson adjustments.

11. Ann Dansby – “Are the longevity increments a part of the current contract negotiations?”

Yes, we have been negotiating for improvements to the performance award provisions of the contract. Performance awards are more commonly referred to as longevity payments. All eligible employees should have received their longevity payment that was due in April 2019. Even after contract expiration, anyone who was previously eligible for a longevity payment remains eligible and receives their longevity payment. So, for example, an employee who received a longevity payment in 2019 will continue to receive that longevity payment in subsequent years regardless of the status of contract negotiations.
However, if an employee first becomes eligible for a longevity after contract expiration, the State will not make the payment until there is a new contract. In our contract negotiations, we have been and will continue to advocate for full retroactivity of performance awards so that employees who first became eligible after the contract expiration will nonetheless be made whole.

12. Greg Luna – “In light of the current events, are hourlies at Dept. of Labor still a priority?”

Some of you on this video conference may not be aware, but the NYS Department of Labor has a horrible practice of hiring and keeping hourlies, in some cases 15 years, without a path to permanency. The state-of-emergency has put an extreme spotlight on DOL and the hourly members we represent. As a union, we will continue to seek a pathway to permanent status.

13. David Fest – “Will Parole Officers be given the 100% disability that every other law enforcement agency has if injured on the job and will there be a push to receive a retirement of 25 years in state service at 55 years old?”

The first question of 100% disability is certainly a contractual issue that PEF has been aggressively seeking via legislation, and we did have this legislation pass both the Senate and Assembly on multiple occasion. Unfortunately, Governor Cuomo chose to veto the Parole Officer Injury legislation, but with a caveat that this benefit be sought after at the bargaining table. This is how the other law enforcement groups you refer to also received this benefit. I can assure you that the Parole Officer disability language has been and will continue to be a major topic of negotiations at the bargaining table. The second part of your question is statutory. All retirement must be achieved via legislation, not collective bargaining.

14. Maxine Breeden – “Do you sincerely think we are going to get a contract post COVID?”

Yes. Both the State and the Union have an obligation to bargain in good faith for a successor agreement. Certainly, this crisis had made things more challenging. We are being very strategic about assessing the best time to push to finalize an agreement. In the meantime, we have been negotiating constantly with GOER to achieve the things President Spence described before, such as the telecommuting agreement, the extension of the PEP program, and agreements on the carry over accruals.

15. Andrew Zalikowski – “Will the contract have protections on mandatory overtime and out-of-title work?”

During the COVID period we have seen many agencies taking advantage of out of title work and paying members at a lower rate of overtime. There is a vast difference between volunteering for overtime and mandatory overtime, and we disagree with the state’s interpretation of the language referring to that. With that being stated, we will continue to fight for stronger language during contract negotiations. Additionally, PEF has already filed a class action grievance and lawsuit on this very issue. If you have been paid an overtime rate that is less
than your regular OT rate for OT, please contact your Field Rep so that we have your information for the grievance and lawsuit.

16. Valerie Johnson – “Will there be layoffs or furlough’s for state workers?”

At this time, we do not know. What we do know is the state is facing a deteriorating fiscal situation and currently faces a $14.5 billion deficit in the current fiscal plan and a $60+ billion deficit over the next several years.

To meet these challenge, PEF has been working in conjunction with our federal affiliates – the AFT and SEIU – to lobby New York’s Congressional delegation, as well as US Senators from other states for the passage of the HEROES Act. The HEROES Act, passed by the House on May 15th, would provide up to $37 billion in direct financial support to New York State to maintain operations so that the state can continue to reopen safely and sustainably.

If the state does effectuate mid-year agency cuts or implements furloughs or layoffs, PEF has developed legislation to ensure that the state’s private contractors also experience corresponding cuts in state support: More specifically, in the event of mid year budget cuts, this legislation would:

1. Require corresponding cuts in payments to service contract providers; and
2. Prohibit any agency from entering into any new agreements in the current fiscal year; and
3. Require each new service contract to be detailed separately on the agency’s budget request in the 2021-22 Executive Budget so legislators can make informed spending decisions.

Additionally, PEF is working with other labor unions and interest groups to secure passage of various revenue raising proposals here in New York. PEF is supporting legislation to provide a minimal increase in taxes on (1) billionaires, (2) multi-millionaires and (3) 2nd and 3rd homes valued at $5 million or more. All told, if passed, these changes would generate between $8-10 billion per year.

We have conducted multiple member letter-writing and member “hustles” to build momentum for the passage of these critical-needed resources.

In the end, the COVID-19 pandemic is a pressing national security crisis from both a public health and an economic perspective. The pandemic has killed 170,000 Americans and almost 20 million Americans are out of work. This virus continues to create major issues for the nation’s economy and it is decimating the budgets of millions of American households across the nation. Our members have and continue to serve on the front lines of this pandemic. We continue to lobby the Governor and the Legislation that now is not the time to put our members or the critical services and programs they provide at risk.

17. Michael Lemney – “Will an early retirement incentive be something we ask for?”

An early retirement incentive (ERI) would have to be achieved through legislation and not through contract negotiations. PEF is the only public employee union that supports the
implementation of an ERI. However, we do not support any ERI that (1) is not available to all eligible members and (2) the state MUST backfill any jobs/titles/positions vacated through the incentive so that the state can continue the process of opening the state safely and sustainably.

18. Martina Jackson – “Will there be hazard pay for staff during COVID or emergency situations?”

We are negotiating for improvements to the hazardous duty pay provision in the contract. (In addition, we also have submitted proposals to GOER for essential duty pay. The Governor has indicated that he supports providing Hazard pay for essential employees, but he has not advanced a formal proposal to date. PEF has introduced legislation that would provide $2,500 and an extra week vacation for all “essential” state employees (S. 8839, sponsored by Senator Gounardes). The benefits conferred by this legislation match what has been provided by many private health care providers and other private sector employers around the state.

19. Eileen Corrado – “Will tuition reimbursement be a priority during negotiations?”

Absolutely! Tuition reimbursement is one of our most utilized contractual professional development programs. Because we negotiate for millions of dollars for professional development programs, our members are able to receive tuition reimbursement for both undergraduate and graduate level classes.

The program allows for tuition reimbursement for generally two classes per year of up to $350 per undergraduate credit (for a maximum of $1400 per four-credit undergraduate class) or $550 per graduate-level credit (for a maximum of $2200 per four-credit graduate-level class).

Under the 2016-2019 contract, the program ended in calendar year 2019. However, if you took a class that started at any time in 2019 and which continued in 2020, you should put in for reimbursement.

We have advocated, and we will continue to advocate, in contract negotiations for retroactivity of the tuition reimbursement program. This is to assure that our members who took classes which commenced in 2020 would be eligible for tuition reimbursement. However, as it is a term that needs to be negotiated and is contingent on a final overall agreement, we cannot make any guarantees. However, we do advise our members to save their documentation so that after ratification, if eligible, members can put in applications for retroactive tuition reimbursement.