

PEF Steward Handbook

BUILDING A STRONGER UNION





New York State Public Employees Federation, AFL-CIO

REPRESENTING EMPLOYEES
WHO KEEP NEW YORK STATE WORKING

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The Steward

MAKES THE UNION LIVE

As the PEF steward, you are a key person in the union structure. For the majority of PEF members, you are the only elected union official they know. Consequently, your attitudes and actions have a lot of influence on how the members perceive the union.

To be an effective steward, you must be familiar with the contract, the legal and contractual responsibilities of the steward, the PEF Constitution, and other relevant union policies. To keep current, you need to participate in union sponsored education and training programs and to communicate with your union leadership and field representative.

Although being a steward requires time, hard work and commitment, it is rewarding to know that you are helping other PEF members and building the strength of the union.

UNION RESOURCES

This handbook reflects the continuing experience of PEF stewards, officers, and field representatives. It is intended as a guideline for your role as a steward and as a backdrop for your own judgment and experience. Your initial step should be to refer to the current Collective Bargaining Agreement negotiated between PEF and the State. Additionally, your field representative should be considered a valuable resource to aid you in your role as a steward. In addition to their knowledge and experience with the contract, they provide training and access to PEF departments for you, the steward.

Responsibilities of the Steward

1. **Grievance Representative:** to assist bargaining unit members in navigating the grievance process and represent the members during the process.
2. **Counselor:** to advise members where appropriate.
3. **Communicator:** to impart information to the members where appropriate and to communicate information from the members to the officers of the division, regional office as well as informing appropriate Field Representatives when need is indicated.
3. **Membership Organizer:** to build the membership of PEF.
4. **Union Builder:** to promote PEF policies and activities.

The Steward has five main roles:

- A. Grievance Representative
 - Determine how problems can best be handled: informally, complaints, grievances or whether another avenue should be pursued. Prepare grievances for presentation to the supervisor.
 - Present grievances at Step 1 and be present at other steps in the grievance procedure. Preserve confidentiality of personal grievances.

- Act as a liaison between the grievant and the union’s resources.
 - Maintain records of all grievances, making sure your Field Representative has copies.
 - Involve your Field Representative whenever information, advice or any assistance is needed. They are here to help you.
- B. Counselor
 - Counseling and advising members is an integral and important part of your responsibilities as a PEF Steward.
 - Listen carefully to members to determine the exact nature of any problem, grievance, gripe, personal or family concern.
 - Decide what procedure to follow: file a grievance, contact a Field Representative, refer a troubled employee to the Employee Assistance Program (EAP), route an issue to the Labor/ Management or Health and Safety Committee.
 - Ask questions; get all the facts; give the member feedback. If you cannot assist the member yourself, find out where a referral can be made.

- C. Communicator
 - Keep the union’s actions, programs, and available services visible and accessible to your members.
 - Represent the membership at all union meetings.
 - Communicate information to the members through personal contacts, bulletin board postings, newsletters, or telephone networks.
 - Keep the union’s leadership informed as to problems and/or accomplishments.
- D. Member Organizer
 - Recruiting, retaining and organizing membership in the division.
 - Promoting union growth through involvement in meetings, elections, community work and social functions.
- E. Union Builder
 - Promote PEF policies and activities.
- F. Member Mobilizer
 - Coordinate mobilization on various issues including recruitment of members. Serve as Member Mobilizer for non-organized locations.
 - Work directly with PEF Organizing to create worksite maps and to chart and assess members working at those sites.
 - Meet with new employees upon hiring.

Duty of Fair Representation

The “Duty of Fair Representation” is set forth in the Taylor Law.

Historically, unions were allowed to collect an “agency fee” from non-members and were prohibited from treating such non-members (often referred to as “agency fee payers”) differently from members. The United States Supreme Court issued a 2018 decision in *Janus v. AFSCME*, that now prohibits PEF and other public sector unions from collecting fees from non-consenting unit members. As a result, PEF’s obligation to represent non-members has also changed. As a result of *Janus*, the Taylor Law was amended to clarify and limit the duty that public sector unions have to non-members.

Historically, the first principle of the Duty of Fair Representation (DFR) was that, in processing grievances, the union was not allowed to discriminate between members and non-members of the union. Post-*Janus*, the union’s duty to non-members is limited to negotiating and enforcing the terms and conditions of the CBA. The Taylor Law now expressly states that a union is not required to provide non-members with representation with the following:

1. During disciplinary questioning by the employer;
2. In statutory or administrative proceedings, or to enforce a statutory or regulatory rights; and

3. In any stage of grievance, arbitration or other contractual process concerning the evaluation or discipline of an employee where the non-member is permitted by the labor contract to proceed without the employee’s organization and be represented by his or her own advocate.

The key here is that, while non-members are entitled to union representation with Article 34 (“contract”) grievances, non-members are not entitled to union representation during disciplinary questioning by the employer or with Article 33 grievances or arbitrations, because those non-members can proceed in Article 33 grievances and arbitrations without the union and can be represented by their own advocate. The exception is that PEF must assist members who are suspended without pay under the Pilot Program for Expedited Probable Cause Review of suspensions in the 2019–2023 CBA because, under that program, only PEF can request expedited review of a suspension.

PEF policy also makes it clear that PEF will not provide representation in the above-referenced matters (interrogations and disciplinary grievances) unless the individual is an active, dues paying PEF member at the time of the conduct which is the subject of the questioning, proceeding, evaluation or other action at issue, and does not revoke PEF membership during the course of the representation.

While you should, ordinarily, be in touch with your Field Representative whenever interrogations or potential disciplinary issues arise, you should always check with field staff to confirm membership status and entitlement to representation when such issues arise.

As part of its duty of fair representation, the union remains prohibited from discriminating against members or non-members on the basis of race, ethnicity, creed, sex, gender, political belief, other protected classes, or opposition to the elected leadership of the local union or in PEF’s case, Division.

The second principle established under the doctrine of DFR is that, where there is an obligation to provide representation, the union is responsible for making a thorough investigation of a bargaining unit member’s complaint. Thus, never be too quick to dismiss a case. Rather, conduct a full investigation in every instance.

Due Diligence is a term that describes the level of care and preparation used as it applies to the performance of an act. As it applies to the Duty of Fair Representation, this includes timely response and follow-up to issues brought to your attention. Due

Grievance Procedure

One of the more demanding responsibilities for the local Steward is “policing” or enforcing the Collective Bargaining Agreement. Often this subtle process involves the investigation and filing of a grievance. This section primarily covers Article 34 “contract” and “non-contract” grievances. Article 17 out-of-title grievances and Article 18 health and safety grievances are also briefly discussed. Article 33 disciplinary grievances are covered in the discipline section. A grievance is often defined as an act or omission that violates specific contract language. The general Grievance Procedure is stated in Article 34 of the PS&T Unit Agreement (“Contract” or “Agreement”). Article 34 incorporates two grievance mechanisms, contract and non-contract grievances:

- A. Pursuant to Article 34.1(a) of the Agreement, “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

Diligence refers to the level of care and attention used in the course of any investigation or situation requiring preparation. It is a general expectation placed on an individual to meet a standard of behavior or degree of effort which would be made by an ordinarily prudent person or responsible party to avoid harming another. Due Diligence is a term usually applied to voluntary investigations such as those conducted by stewards involved in preparing for grievances or in any of the roles where the steward is called upon to provide assistance. PEF is fortunate to have resources devoted to assist the steward in the investigation/preparation process. Your Field Representative is the first person to contact for assistance and guidance in these situations.

The third principle of DFR is that, as the bargaining agent, PEF can be held responsible for arbitrary, discriminatory, or bad faith acts in enforcing the contract and processing grievances.

Failure to fulfill the Duty of Fair Representation (DFR) may render the Union subject to civil suit and liable for damages by the bargaining unit member or members, who may feel that they have not been adequately represented.

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. Pursuant to Article 34.1(b) of the Agreement a non-contract grievance is defined as “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 and 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 pursuant to rules or regulations filled with the Secretary of State.”

Make sure you check with your Field Representative if you have any questions regarding the filing of a grievance. Your Field Representative can provide guidance on which Contract articles to include or may even suggest filing something other than a grievance.

Stewards should be aware that Article 34 grievances may be moved to the next step in the procedure, if the State does not reply in a timely manner at the current step.

The above actions will boil down to the crucial “W’s” of Grievance Investigation:

- **WHO is involved?**
 - A. Grievant
 - B. Responsible Management Representative
 - C. Witnesses
- **WHEN did it happen?**
 - A. Time and date of event
 - B. When must the grievance be filed?
- **WHERE did the event occur?**
- **WHAT happened?**
 - A. What did a Management representative do or not do that gives rise to the complaint?
- **WHY is it grievable?**
 - A. Specifically what is wrong with what happened?
 - B. Contract language or law, rule or regulation violated (cite article, section, paragraph, page number, etc.). If the contract grievance identifies Article 45, Benefits Guaranteed, as the provision allegedly violated, the particular law, rule or regulation at issue must be specified.
 - C. If it is a non-contract grievance in accordance with Article 34(1)(b), use specific language. However, best practice is to try and cite a specific Contract article.
- **Make WHOLE or Other Remedy Sought?**
 - A. Corrective action requested?
 - B. What will the Union settle for?

If the above investigation results in the filing of either an Article 34 contract grievance or non-contract grievance, the Steward is then responsible for adhering to the time limits outlined in the Agreement. Failure to file any of the following steps in a timely fashion will result in the grievance being dismissed without consideration of merit. The steward must be aware of all responses and due dates.

Step One: The employee or PEF shall present the grievance to the facility or institution head (or M/C level manager) or a designated representative **not later than thirty (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 will meet with the employee or PEF and shall issue a short, plain written statement of reasons for the decision to the employee or PEF no later than 20 working days following the receipt of the grievance.

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 ten (10) working days** of the receipt of the Step 1 decision. Such appeal shall be in writing and 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 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.

Generally, the agency designee at Step 2 is the Director of Labor Relations.

Step Three: Upon receipt of the Step 2 decision, the Step 3 appeal must be made, in writing, to the Office of Employee Relations (OER), **within thirty (30) working days**.

Step Four: Arbitration: Upon receipt of the Step 3 decision, Article 34 contract grievances, which are appealable, shall be filed for arbitration with the Director of the Office of Employee Relations (OER) **within fifteen (15) working days** of said receipt.

Remember, arbitration that is final and binding should be used as a last resort!

Arbitrations interpret the Contract until negotiations change the articles arbitrated!

How to Amend an Article 34 Contract Grievance: Following issuance of the decision at Step 2 but prior to the appeal by PEF to Step 3, a grievance may be amended to specify a different term or provision of the Agreement alleged to have been violated than specified at the submission of the grievance at Step 1. The amended grievance shall be forwarded by PEF to the agency or department head or the designee **within**

thirty (30) working days of the receipt of the Step 2 decision. Such amendment shall be in writing, and shall include a copy of the grievance filed at Step 1, a copy of all prior decisions and appeals, including the Step 2 decision, and a short, plain written statement noting the new term or provision of the Agreement alleged to have been violated. The agency or department head or

a designee shall issue a short, plain written statement of reasons for the decision with respect to the new term or provision of the Agreement to the President of PEF no later than 20 working days following receipt of the amended grievance. In addition to the above process, a grievance at Step 2 may be amended by mutual consent of the parties.

The Steward should be aware of the following:

1. Step Three and Step Four of the grievance procedure are at the discretion of PEF. In other words, PEF decides if the grievance should be settled, withdrawn or proceed to the next step in the process.
2. Non-contract grievances cannot be appealed beyond Step Three of the PEF – NYS grievance procedure. Again, every attempt should be made to allege, where applicable, a violation of a specific article.
3. Article 17, Out-of-Title work grievances included in the body of the Agreement, are to be filed directly at Step Two, with the copy of the grievance to the Facility or local representative.

Article 17 grievances are not arbitrable. The Article 17 grievance process is different from the Article 34 grievance process. Pursuant to PEF policy, only the Field Representative is authorized to file Out-of-Title work grievances on behalf of PEF. However, the policy does not affect members who are interested in filing out-of-title grievances challenging their own out-of-title work. Such individuals, or local leadership on their behalf, have had and will continue to have the right to file out-of-title work grievances at Step 2 regarding work the grievant is personally performing.

Contract Grievance Timetable

INITIATED BY	STEP	TIME	TO WHOM	MUST REPLY
(Employee or PEF)	One	30 Calendar Days	Facility or Institution Head or Designee or first level M/C supervisor in agencies without institutions and/or facilities.	20 Working Days
(Employee or PEF)	Two (appeal)	10 Working Days	Agency Head or Designee	20 Working Days
(PEF)	Three (appeal)	30 Working Days	Governor’s Office of Employee Relations (GOER)	30 Working Days
(PEF)	Four	15 Working Days	GOER	Arbitration

In those facilities which normally operate on a 7-day-a-week schedule, 10 working days shall mean 14 calendar days, 15 working days shall mean 21 calendar days and 20 working days shall mean 28 calendar days. This language can be found on the State/PEF Grievance Form.

All of the time limits contained in Article 34 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.

All contract grievances, appeals, responses and demands for arbitration must be submitted by certified mail, return receipt requested, or by personal service. All time limits set forth in Article 34 shall be measured from the date of certified mailing or of receipt by personal service. Working days shall mean Monday through Friday, excluding holidays, unless otherwise specified, and days shall mean calendar days.

Article 17 Out-of-Title Grievances:
Article 17 Out-of-Title must be filed at Step 2 — the Agency level. Article 17 Step 3 appeals of an Agency decision must be filed **within ten (10) working days** from receipt of the Step 2 decision. The Step 3 appeal is filed with OER. (Article 17. 3 (b)). There is also a Step 3.5 appeal available in certain circumstances. A review of a Step 3 or Step 3.5 decision for further appeal through an Article 78 proceeding should be referred to the Legal Department. It is important that the local Field office and appropriate Field Representative receive a copy of the filing and decisions at each step of the grievance procedure. Article 17 grievances are not bound by the 30-day time frames found in Step 1 of Article 34. Out-of-title grievances should always be treated as timely when initially filed.

However, Article 17 grievances should be filed as soon as possible once it is determined that a grievance is warranted as the remedy (out-of-title pay) may only go back 15 days prior to the filing of the grievance.

Article 18 Health and Safety Grievances:
Article 18 Health and Safety Grievances are filed via the Article 34 process and grievance form. It’s important to note that per Article 18.11, Health and Safety grievances are not arbitrable and may only be appealed through Step 3.

Time Frames for Filing and Advancing Grievances

	ARTICLE 17— OUT OF TITLE WORK	ARTICLE 33— DISCIPLINARY GRIEVANCES	ARTICLE 34— CONTRACT GRIEVANCES
Step 1 / Local Level			Within 30 calendar days of act or omission giving rise to the grievance
Step 2 / Agency level	Continuing Violation (grievances may be filed at any time, however back pay available only 15 calendar days prior to filing)	Within 14 calendar days of service of the Notice of Discipline (NOD) (Agency level meeting may be waived in cases of temporary reassignment or suspension in which case demand for arbitration filed directly with AAA within 14 calendar days of service of NOD)	Within 10 working days of receipt of the Step 1 decision or at any point following management failure to issue a timely Step 1 decision (within 20 working days of receipt of the grievance).
Step 3 / OER	Within 10 working days of receipt of the agency level decisions. (When grievance is sustained in entirety at Step 2, agency is responsible for forwarding grievance directly to Class and Comp within 15 working days of date of agency level decision)		Within 30 working days of receipt of the Step 2 decision or at any time following management failure to issue a timely Step 2 decision (within 20 working days of receipt of the appeal from Step 1).
Step 3 1/2 / OER	Within 30 calendar days of the date of the Step 3 Decision		
Step 4 / Arbitration	(Possible Article 78 proceeding in State Court, four month statute of limitations) There is no arbitration of out-of-title grievances.	Within 14 Calendar days of service of the agency response or 24 calendar days of the agency level meeting if no response is received. <i>Demand filed with AAA.</i>	Within 15 working days of receipt of the Step 3 decision <i>or at any time</i> following OER’s failure to issue a timely Step 3 decision (within 30 working days of receipt of the Step 3 appeal). <i>Demand for arbitration filed with OER.</i>

Settling a Grievance

FACTS AND FIGURES! • WRITE THEM DOWN!

There is no better advice for a Steward upon attempting to settle a grievance. All the arguing in the world will not convince supervisors like a few cold hard facts.

Whether a grievance is successfully resolved is often determined by how carefully the Steward investigates the problem. Make sure the employee doesn't omit information which might be helpful to the case or gloss over facts which later might prove to be damaging. Talk with the employee patiently and, if necessary, assure them that the problem will be handled confidentially. Respect their privacy, but make certain you have the facts you need before proceeding.

Dig into all the surrounding circumstances. They may help save a worker's job — or to get a better one. Get evidence, proof. Question others who may have information including witnesses or fellow employees subject to the same supervision and working conditions.

Check the Contract, current policy, past practices, the law. Consult with knowledgeable individuals and explore what happened in similar cases. Remember that more than one section of the Contract may have a bearing on the case. Make sure that you check all sections that may apply.

Once you have all the facts in hand, double check with your grievance committee, local leaders or Field Representative and determine whether the member has a grievance and, if so, what can be done about it.

If the employee, after speaking to their Field Representative, does not have a legitimate grievance, explain the whole process carefully. Be tactful. If the complaint is valid but the contract doesn't provide for the situation, explore other options including Human Rights, Public Employment Relations Board, United States Department of Labor, Equal Employment Opportunity Commission, Public Employee Safety and Health Bureau, a non-contract grievance or a topic for discussion at labor/management or Health and Safety. If possible, always suggest another avenue to resolve the issue at hand.

If a member has a valid grievance, make sure they understand what can reasonably be expected to be done about it and when and how. When you go to management with an aggrieved employee, be sure that they understand who will speak to the issues.

Keep the member informed of developments as the case goes forward, keep a record of your communication and instruct him or her to report any future management action to you immediately.

Facts have a way of getting lost or twisted unless they are put into writing. For this reason, use PEF standard fact sheet and grievance forms to report grievances and record their disposition. The grievance form defines and formalizes the grievance and records its progress, step by step, through the grievance procedure. It, along with the fact sheet, should provide a basis for negotiations and serve as a basic source of information.

try to sidetrack the real issue and lead the steward off into a discussion of irrelevant issues or inject additional complaints against the employee. The steward should insist on discussing only those issues raised by the grievance. Don't get trapped by this maneuver.

3. Settle the Grievance at the First Step
The most desirable result is to have the grievance settled at the first step. The steward should strive for this but you need to be clear about what the facts are as well as what it is that you want.

4. **Take a Positive Position ... Don't be Defensive**
Don't be timid or convey the feeling to the supervisor that you are presenting the grievance because it is an obligation on your part to do so. Avoid being apologetic — impress upon the supervisor that there is no possible doubt that in your mind the grievance has merit and should receive an equitable settlement. Always present the grievance in a confident, business-like manner.
5. **Shift the Burden of Proof on the Supervisor**
If possible, the steward should let the supervisor try to justify and prove that the action they have taken is correct. You may then have a better opportunity to show where they are wrong. Let the supervisor carry the burden of proving their rationale of the case. Maintain your position on a grievance until proven wrong.
6. **Disagree With Dignity**
If you disagree with the supervisor do so in a calm, firm, positive manner. Declare your intentions of taking the grievance to the next step if it cannot be resolved at this stage. As a general rule, supervisors prefer to settle complaints early on before it is taken to a higher management level.
7. **Maintain a United Position**
Make sure that you and the grievant are both in agreement as to the facts and issues BEFORE you go to meet the supervisor. Make sure that you have had an opportunity to talk with the employee in private prior to meeting with management. It is here that you and the grievant must plan your case and strategy including deciding how your case will be presented and who will present it. If you find that you and the grievant have a difference of opinion during the grievance hearing take a recess (CAUCUS) and work out the problem in private. It is important to present a UNIFIED position to the supervisor.

8. **Remedy**
Before you meet with the supervisor, be sure that you have a solution or remedy to the grievance. Be CERTAIN the remedy is acceptable to the employee. Be ABSOLUTELY CERTAIN to inform the supervisor of the proposed solution. It is up to the employee and/or the steward to suggest a solution or remedy. It IS NOT management's responsibility to suggest a remedy to the grievance.
9. **Avoid Dishonesty**
Sooner or later you will be caught at lying or bluffing. It is in the best interest of the employee

- and your credibility as a steward to develop a reputation for honesty.
10. **Follow Through on the Grievance and Be Prompt**
Refer the grievance to the chief steward or to your Field Representative if the matter is not resolved at the first step. Give them all the facts and arguments used when you presented the grievance to the supervisor. Don't allow the grievance to gather dust. Delayed grievances mean delayed justice. Be prompt. Keep a constant check as the grievance proceeds from step to step. Report back to the grievant on a regular basis.
11. **Keep a Chart on the Time Limits for Grievances**
You need to keep a chart showing the date the grievance is submitted at each step so that the grievance will proceed on a timely basis. The grievance chart should also indicate when the grievance was returned as well as the dates it should be submitted at each succeeding step. If you miss the time limits the grievance will be untimely and you lose.
12. **Information Request**
You should request all necessary information from Management during the investigation of the grievance and, if needed during the processing of the grievance at Steps 1 and 2.

PEF Guidelines on How to Present a Grievance

1. **Know Your Facts... Be Confident**
When the employee and supervisor go into a conference, try not to outsmart the supervisor. Know your rights under the contract. State all your facts plainly and clearly. Avoid opinions or hearsay evidence. Too many grievances are lost because the steward did not have the facts clearly stated. Representation style alone rarely wins grievances. It takes FACTS.
2. **Stick to the Point ... Be Businesslike**
While discussing the grievance, the supervisor may

STATE/PEF GRIEVANCE FORM
PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES UNIT

(All grievances, decisions and appeals must be served personally or by certified mail, return receipt requested.)

TO BE COMPLETED BY GRIEVANT OR REPRESENTATIVE:

Name: _____ Title: _____

Department or Agency: _____

Work Location: _____ Supervisor: _____

Type of Grievance:

☐ Contract Grievance
Provision of State/PEF Agreement
Alleged to have been violated: Article Subsection

☐ Non-Contract Grievance
(May be appealed only
through Step Three)

STEP 1

(Step 1 grievance must be submitted not more than thirty (30) calendar days after the date the act or omission giving rise to the grievance occurred.)

Date of Occurrence: _____

Statement of Facts: (Use additional sheets if required): _____

Remedy Sought: _____

Date Submitted: _____ Aggrieved Employee: _____

CHECK TO MAKE SURE ALL REQUIRED INFORMATION HAS BEEN PROVIDED AND GIVE THIS FORM TO YOUR FACILITY OR INSTITUTION HEAD OR DESIGNEE.

1st Step Decision

Date Grievance Received: _____

Determination Attached.

Date Decision Issued: _____ Facility or Institutional Level Rep

NOTE: Facility or Institution head or designated representative shall meet with the employee or PEF and shall issue a short, plain written statement of reason for his decision to the employee or PEF not later than twenty (20) working days* following receipt of the grievance.

STEP 2 – APPEAL

NOTE: Submit with a copy of the Step 1 decision to the agency head or his representative designated to receive such appeals within ten (10) working days* of receipt of Step 1 decision or date Step 1 decision was due, whichever is earlier.

The decision at Step 1 of the grievance described above is unsatisfactory.

Reasons for disagreement with Step 1 decision (Use additional sheets if necessary): _____

Date Submitted: _____ Aggrieved Employee: _____

2nd STEP DECISION

Date Received: _____

Determination Attached.

Date Decision Issued: _____ Reviewer: _____

NOTE: The agency or department head or designee shall meet with the employee or PEF for a review of the grievance and shall issue a short written statement of reasons for his decision to the employee or PEF, as appropriate, no later than twenty (20) working days* following receipt of the Step 1 Appeal.

STEP 3 - APPEAL

NOTE: Appeals to Step 3 may be submitted only by the President of PEF or authorized designee, and must be submitted within thirty (30) working days* of the grievant's receipt of the Step 2 Decision.

The decision at Step 2 of the grievance described above is unsatisfactory.

Reasons for disagreement with Step 2 Decision (Use additional sheets if necessary): _____

Date Submitted: _____ Aggrieved Employee: _____

Authorized Signature: _____

NOTE: PEF must file this appeal, together with the grievance and the decisions at Step 1 and 2 with the Office of Employee Relations, Agency Building #2, 12th Floor, Empire State Plaza, Albany, NY 12223.

3rd STEP DECISION

OER File Number:_____

Date Received by the Office of Employee Relations:_____

Determination Attached.

Date Decision Issued:_____

Director of the Office of Employee Relations or Designee: _____

NOTE: The Director of the Office of Employee Relations, or his designee, shall issue a short, plainly written statement of reasons for his decision within thirty (30) working days after receipt of the appeal.

STEP 4 – APPEAL

NOTE: Appeals to Arbitration may be submitted only by the President of PEF or his designee, and must be submitted to the Office of Employee Relations within fifteen (15) working days of receipt of the Step 3 Decision.

The Public Employees Federation hereby demands ARBITRATION.

Date Submitted: _____ Authorized Signature: _____

*In the case of a department or agency which normally operates on a 7-day-a-week basis, the reference to 10 working days shall mean 14 calendar days and 15 working days shall mean 21 calendar days and 20 working days shall mean 28 calendar days. All time limits contained in this Article may be extended by mutual agreement. Extensions shall be confirmed in writing by the party requesting them.

State/PEF
Article 17 Out-Of-Title Work Grievance Form

A grievance alleging out-of-title work is filed directly at Step 2. This grievance form may be completed by the grievant and/or grievant’s representative. All grievances, decisions, and appeals must be served in person or by certified mail, return receipt requested.

Grievance Submitted By: ☐ Individual(s) named below
☐ PEF regarding the individual(s) named below

Name(s): _____

Current Civil Service Title(s) (Do not use “in-house” title): _____
Grade(s): _____

Department/Agency: _____

Facility and/or Work Location: _____

Shift: _____

Supervisor’s Name, Civil Service Title: _____
Supervisor’s Grade: _____

Description of Alleged Out-of-Title Work: Please fill this section in as completely as possible.

1. Specifically describe the alleged out-of-title tasks/duties you (or the individual(s) alleged to be working out-of-title) are performing with sufficient detail to provide a clear picture of the scope of those duties. Use a separate paragraph for each type of task/duty and estimate the percent of time each week spent on each task/duty. Include any/all supervisory tasks performed that are not appropriate to your current title.
Classification Standards and Performance Evaluations may be attached, but are not a substitute for a description of the specific duties you are actually performing. Attach additional sheets if needed.

Description of Task/Duties	% of time each week

2. Date grieved duties began: ____/____/____ If ended, date grieved duties ended: ____/____/____
3. What Civil Service title do you think should perform these duties? _____ Grade: _____
4. Why are the grieved duties inappropriate for current Civil Service title? _____

Who assigned these duties? How were they assigned? If you have documentation, please attach. _____
If you know, what caused this assignment (e.g., sick leave, retirement, vacation, etc.)? _____
Identify the title/grade of the supervisor(s) reported to when performing the grieved duties: _____
Identify the title(s)/grade(s) of the subordinate staff who report to employee performing the grieved duties:

_____	_____
_____	_____
_____	_____

Attachments. Please attach documents that support the claim of out-of-title work. Check all that have been attached:

- ☐Agency/Facility (in-house) job duties
- ☐Agency memoranda, emails regarding duties
- ☐Performance Evaluations
- ☐Other (Describe)

Date Submitted: _____

Aggrieved Employee/
Authorized Signature: _____

The Agency-Level Grievance must be filed with the Agency Head or designee with a copy simultaneously filed with the Facility or Institution Head or designee. If the grievance is PEF-initiated, a copy shall also be simultaneously served on the employee performing the alleged out-of-title work.

Agency-Level Decision (Step 2)

The Agency-Level Decision shall be issued no later than 10 working days following receipt of this grievance.

Date grievance was received (filing date): _____

Date Step 2 Decision was issued: _____

OER File Number: _____

Agency Head/Designee: _____

OER Appeal (Step 3)

Appeals to Step 3 may be submitted by the President of PEF or authorized designee and must be submitted within 10 working days from the receipt of the Agency-Level (Step 2) Decision.

Date of receipt of Step 2 Decision: _____

The Agency-Level Step 2 Decision is unsatisfactory.

Reason for disagreement with the Agency’s Step 2 Decision:

Date Submitted: _____

Authorized Signature: _____

OER Decision (Step 3)

Date Decision was issued: _____

Director of the OER/Designee: _____

OER Appeal (Step 3 1/2)

Appeals to Step 3 ½ may be submitted only by the President of PEF or authorized designee when there are additional facts or the existence of a dispute of fact, and must be submitted within 30 calendar days from the date of the GOER (Step 3) Decision. The Step 3 ½ appeal shall include documentation to support the factual allegations.

The Step 3 Decision is unsatisfactory.

Additional facts or existence of a dispute of fact for reconsideration (Attach additional sheets if needed):

Date Submitted: _____

Authorized Signature: _____

OER Decision (Step 3 ½)

Date Decision was Issued: _____

Director of the OER/Designee: _____

Counseling

Counseling is a means whereby the State takes corrective action towards some specific aspect of an employee’s behavior or overall performance. Counseling in theory is designed to improve an employee’s performance or conduct. It is to be non-punitive in nature and be designed to modify the employee’s behaviors. All counseling should take place in private and face-to-face. Counseling can be purely oral or oral followed up with a written memorandum.

Ordinarily, the sequence of actions in corrective counseling is as follows:

- oral counseling
- written counseling
- progressive disciplinary action

An oral counseling session consists of clearly informing the employee that misconduct or incompetency has occurred and that repetition will result in further counseling and could lead to disciplinary action. During the oral counseling the specific problem must be identified. What is expected of the employee must be communicated and the consequences of repeating the behavior outlined. **Employees are not contractually entitled to representation at counseling sessions** (Article 33 provides employees with the right to representation when they are considered “a likely subject of discipline.” Individuals being “counseled” are not considered “likely subjects of discipline”).

If oral counseling is ineffective, written counseling is the next step in the process. This written counseling document becomes a part of the employee’s record. According to Article 20.2, employees may write a “response of reasonable length” to a counseling memorandum that is placed in his/her personal history folder. Additionally, Article 20.4 states that upon an employee’s written request, counseling memorandums over three years old will be removed from the employee’s personal history folder.

The written counseling memo should review the main elements of the oral counseling session including the consequences of continuing such conduct. Written counseling memos can be problematic for you as a steward. In addition, **there is no requirement that oral counseling must occur before a written counseling takes place.**

Sometimes counseling memos read more like a reprimand than a counseling memo. Rather than

describing the behavior, management characterizes it. Examples include “theft,” “insubordination,” “sick leave abuse,” etc. This can be a basis for grieving the counseling memo as improper. If you file a grievance regarding improprieties in a counseling memorandum, you must allege a violation to a specific contract article. The most commonly cited article in counseling memorandum grievances is Article 33. In other words, do not merely allege a violation of the “Hartnett Memorandum.” Standing alone, the Harnett Memorandum is not grievable. The Hartnett Memorandum is located in Appendix III of the Contract.

Also, another problem would be where an actual penalty is included in the “counseling.” If there are questions whether the memo should be grieved, consult your PEF Field Representative.

If an employee feels that they are being disciplined rather than counseled, then an examination of the facts for a possible grievance should be done.

In conclusion, as a steward you should:

- investigate thoroughly
- aid the member in writing a rebuttal to be attached to any written counseling memo
- grieve any appropriate areas after discussions with your Field Representative
- arrange for a meeting with the employee, manager and yourself
- if appropriate, suggest a rewrite of any counseling memo
- negotiate any possible impact on the member

Insubordination

As a steward, you should know that insubordination is a refusal to obey some order which a superior is entitled to give and have obeyed. Further, it is a willful disregard of express or implied directions of the employer. (Black’s Law Dictionary)

Six steps to consider when addressing situations of insubordination are:

1. Were the supervisor’s instructions or orders clear?
2. Was the supervisor authorized to give the questioned orders, directives, or instructions, and did the involved employee understand that this supervisor was so authorized?
3. Did the affected employee understand that this supervisor was so authorized?

4. Was the employee clearly instructed by the person giving the “order” about the penalty or the possible and probable consequences for failure to comply?
5. Was there a clear refusal to perform the requested task or was there merely a protesting discussion or disrespectful attitude manifested?
6. Did the “order” require the affected employee to perform an illegal or immoral act or place the employee in immediate danger? As a steward, you should inform members who are given orders that do not reach this threshold to do it and grieve later otherwise they could face further disciplinary action.
7. Insubordination will lead to discipline.

Discipline

The right of management to discharge or discipline permanent PS&T employees who have completed their probation is specifically governed by Article 33 of the Agreement. These due process rights are listed in the Agreement under the employee’s “Bill of Rights and Article 33.”

This Article should be carefully reviewed when investigating a disciplinary situation.

Discipline Procedures

The following information will concentrate on defining these rights and ensuring proper representation to all PS&T unit members faced with discipline. Information will include:

- Explanation of disciplinary procedure
- Materials provided to employees faced with discipline
- Disciplinary grievance form

General Information

As noted above regarding PEF’s Duty of Fair Representation, PEF is not required to provide representation to non-members in interrogations by management or regarding disciplinary grievances or arbitrations. If an individual approaches you regarding an interrogation or disciplinary matter, if the individual’s membership status is unknown to you, you should first confirm with Field Staff that the individual is a member entitled to such representation.

Field Representatives handle most disciplinary cases on behalf of PEF members through arbitration. In only those cases where a member’s termination is sought, PEF will offer an attorney. A member may choose to be

represented by private counsel at their own expense in any disciplinary matter.

If a member chooses not to be represented by PEF, PEF will pay the ordinary fees of the arbitrator, but **will not** be responsible for any fees incurred for an arbitrator due to an untimely adjournment by their representative (see Attorney Sign-off Agreement). Private attorneys are responsible to file a grievance timely.

Although not required, management often signals their intent to discipline an employee when that employee is interrogated. An interrogation is distinguished from

the “routine questioning” of an employee by the fact that management has determined that the employee is a likely subject for disciplinary action. If an employee questions if they are being interrogated or questioned, they should clarify the situation from management by asking the following:

At this time, am I the likely subject of future disciplinary action?

If management responds in the affirmative, that employee is entitled to the contractual due process protections and should immediately seek representation. Such representation is at the employee’s choice, not management’s.

Field Representatives are the only designated representatives to represent members during an interrogation. Local leaders can and should be present as well. Article 33 further provides that an employee be given a reasonable time period to obtain such representation.

Members should be advised that their failure to respond to questions during an interrogation could lead to additional charges of insubordination.

Questions regarding interrogation should be directed immediately to your Field Representative. Permanent employees must receive a Notice of Discipline (NOD) setting forth the charges and proposed penalty before any disciplinary action can be taken.

This NOD must be served by personal delivery or certified mail to the employee. If the employee does not accept the certified mailing, the NOD can still be considered to have been served. A disciplinary grievance must be filed within 14 calendar days or the proposed penalty can be imposed. This grievance should be filed either in person or by certified, return receipt requested to the management person designated on the NOD. See Article 33.5(e).

Use Immunity

Where an employee is directed to answer questions under the threat of insubordination charges, any statements made in response to those questions cannot be used in a criminal proceeding against that employee. This is called “use immunity” and it flows directly from the Constitutional right against self-incrimination. For that reason, it is wise for the employee or representative to ask/confirm that the questions must be answered under threat of discipline. However, keep in mind that any statement

made by the employee during the interrogation can be used in any subsequent disciplinary arbitration hearing.

Procedure

If a member contacts you because they have received a Notice of Discipline (NOD), you should immediately do the following:

1. If the member wishes to contest the discipline, call your Field Representative immediately.
2. If time is short, send the grievance on behalf of the member via certified, return receipt requested, to the person designated on the NOD.
3. Make copies of all pertinent material and immediately forward to your Field Representative.

Standards for Judging Whether the Employer Had Just Cause in a Disciplinary Case

1. The employer is entitled to prescribe reasonable rules of conduct unless their discretion is limited by a negotiated agreement.
2. The employee has a right to know what is expected. The employer has an obligation to give adequate notice of the rules and orders.
3. The employer has limited jurisdiction over the employee’s private life.
4. The employee must conform to reasonable rules and orders.
5. The employer must avoid arbitrary, hasty or capricious action against any employee. Supervisors must not overreact against what they perceive as a challenge to their authority. This is one of the most persistent problems giving rise to discipline cases. Such overreaction arises especially in cases of alleged insubordination.
6. Disciplinary treatment should be consistent and non-discriminatory as it relates to all employees.
7. The punishment should fit the offense.
8. Appropriate disciplinary action is corrective rather than punitive. Its purpose is to achieve self-discipline. Discharge, which involves cost to both sides, should normally be invoked only as last

- resort, after it has become clear that corrective measures will not work.
9. The proper penalty depends not only on the immediate offense but on the employee’s previous disciplinary record. For all but the most serious offenses, which generally include infractions of rules or improper conduct such as tardiness, absence without permission, etc., the concept of progressive discipline has been recognized by arbitrators.
 10. Progressive discipline is defined as a series of steps that begin with an oral warning or counseling followed by a reprimand, suspension, or fine and finally discharge.
 11. However, in instances where the offenses are extremely serious such as theft, client abuse, persistent refusal to obey a legitimate order, etc., the employer may NOT be held to the concept of progressive discipline and thus a more severe penalty or termination may be immediately invoked.
 12. Proper procedure or procedural due process must be followed. This involves notice in writing to the alleged offender, the right to a hearing and the right to appeal. The charges contained in the notice must be specific.

Statement Required to Accompany Notice of Discipline Pursuant to Article 33.5(c) of the Collective Bargaining Agreement Between the State of New York and The Public Employees Federation

When an employee in the PS&T unit is served with a Notice of Discipline pursuant to Article 33 of the State/ PEF agreement, the employee has a right to object by filing a disciplinary grievance within 14 calendar days;

1. the employee has the right to have the disciplinary action reviewed pursuant to the provisions of 33.5 (f) or pursuant to review by an independent arbitrator;
2. the employee is entitled to be accompanied for the purposes of representation by PEF or an attorney at every step of the disciplinary proceeding;
3. If a disciplinary grievance is filed, no penalty can be implemented unless the employee fails to follow

the procedural requirements, or until the matter is settled, or until the review procedure specified in Article 33.5 (f) or the arbitration procedure specified in Article 33.5 (g), whichever is appropriate, is completed.

Expedited Suspension Review

As noted above, Field Representatives typically file disciplinary grievances on behalf of members and handle most disciplinary cases on behalf of members through arbitration. PEF assigns attorneys to represent members in cases where the penalty sought is termination.

A Pilot Expedited Suspension Review Program was agreed to in the 2019–2023 CBA. Both PEF members and non-members are entitled to utilize this review process, but only PEF can file the request for review. The Program only applies to cases where a unit member is suspended but does not apply to cases where the employee is charged with the commission of a crime or where the case is assigned to the Select Panel of Arbitrators for allegations of patient abuse.

Requests for review of a suspension can only be filed by PEF and will typically be filed by the Field Representative or PEF attorney assigned to the case. A request for review must be filed with the Article 34 “triage arbitrator”, within five business days of the employee’s suspension or the union’s receipt of the NOD. Within five business days of the request for review, the employer’s representative and the union must submit

a statement to the triage arbitrator of no more than two pages, stating their position as to whether the suspension is appropriate under the standards set out in the CBA. While the triage arbitrator is authorized to hold a conference call with the representatives, typically the triage arbitrator decides the propriety of the suspension based on the parties’ submissions within a few days.

The triage arbitrator’s obligation is to determine whether there is “probable cause” for the suspension. If the arbitrator determines that probable cause has not been met, the employee will be restored to the payroll or have leave credits restored, as the case may be, retroactive to the date of the suspension.

The remainder of the disciplinary case is presided over by the Article 33 arbitrator assigned to hear the case by the American Arbitration Association. While the Article 33 arbitrator can be informed that the employee is suspended with or without pay, nothing in the Expedited Suspension Review Program restricts the authority of the Article 33 arbitrator from deciding guilt or innocence of the disciplinary charges and, if guilty, what the appropriate penalty may be.

Performance Evaluation System

This system is a management prerogative. The State exercises this management right to evaluate its’ employees within the constraints found within the PEF/NYS Agreement. As a steward you should know:

- ONLY UNSATISFACTORY performance evaluations can be appealed.
- Appeals should be reviewed on procedure and merit.
- All employees have the right to attach comments to their evaluations and should be encouraged to do so.
- Any concerns not addressed in the MOU of the Agreement are legitimate subjects for Labor/ Management discussions.
- Appeal forms are available from your facility or your PEF Field Representative.

The following is a checklist for investigating unsatisfactory evaluations:

- Was there an initial conference?
- Was the employee provided an employee worksheet?

- Was the reviewer a management/ confidential employee?
- Did the immediate supervisor of record sign the performance program as the rater?
- Was the performance program timely?

Does the performance program contain:

- tasks and objectives?
- standards of achievement as relates to each task?

Do the tasks and objectives accurately describe what the employee’s job is?

- Are the standards realistic and attainable?
- Was the six (6) month recertification timely?
- Is the rater a permanent employee?

Your Field Representative should be immediately contacted. Evaluation appeals should be filed no later than fifteen (15) calendar days from the receipt of the evaluation.

STATE/PEF DISCIPLINARY GRIEVANCE FORM FOR EMPLOYEES IN THE PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES UNIT

READ ARTICLE 33 IN ITS ENTIRETY BEFORE COMPLETING THIS FORM

Instructions to Employee and Agency: Employees in the PS&T Unit must use this form to start a disciplinary grievance pursuant to Article 33 of the Agreement between the State and the Public Employees Federation. Employees must be advised that they have a right to be represented or to decline such representation and be given a reasonable period of time to obtain representation (either PEF or an attorney of the employee's choice) in proceedings brought under Article 33 and before executing any settlement of a disciplinary grievance.

PLEASE PRINT OR TYPE

Agency and Facility: _____ Date: _____

Employee's Name: _____
Last First M.I.

Employee's Home Address: _____
Street City State Zip Code

Employee's Representative: ☐ PEF _____
☐ Attorney _____

☐ I wish to grieve the Notice of Discipline issued to me on _____ pursuant to Article 33.

☐ I wish to grieve a violation of the procedures of Article 33 (Discipline), subsection _____

Date of occurrence: _____

Remarks: (Employee should use this space to support grievance.)

Remedy Sought:

Aggrieved Employee's Signature

Instructions to Employee: To be considered, this form must be filed¹ either personally or by certified mail, return receipt requested, with your department or agency head or his designee within 14 calendar days² following the service³ of the Notice of Discipline. If you are suspended or temporarily reassigned pursuant to subsection 33.4, you may waive the agency-level meeting and proceed directly to arbitration by filing the notice on the reverse side within 14 calendar days following the service of the Notice of Discipline to the American Arbitration Association.

Date Received: _____ By: _____
State Agency Representative

AGENCY LEVEL RESPONSE (See attached)

Date: _____ By: _____

¹ Filing shall be completed upon actual receipt.

² Day shall mean calendar days unless otherwise specified.

³ Service shall be complete upon personal delivery or if made by certified mail, return receipt requested. It shall be complete 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.

DEMAND FOR ARBITRATION

Agency Representative

NOTE: If the proposed penalty in this disciplinary action is a written reprimand, a fine not to exceed \$100, a suspension without pay for not more than three days or a loss of leave credits of not more than three days, and your agency and PEF have mutually agreed to an agency-level review procedure pursuant to subsection 33.5(f), this disciplinary grievance may not be subject to arbitration. In such cases, complete this section of the form but submit the form to your Agency-Level Review Panel, in care of your agency Employee Relations Officer.

I have been (a) suspended or (b) temporarily reassigned pursuant to subsection 33.4 and, therefore, wish to waive the agency level meeting and proceed directly to arbitration.

Date of suspension or temporary reassignment:

My agency head or his designee has failed to issue a timely response⁴ to my disciplinary grievance; therefore, pursuant to subsection 33.5(e), I wish to proceed directly to arbitration.

The response of the agency head or his designee is not satisfactory.⁵

Employee Signature

I will be represented in the arbitration by:

PEF Representative or Private Attorney

Address:

THE HEARING OF THIS MATTER WILL BE HELD IN THE LOCATION WHICH IS CLOSEST TO THE EMPLOYEE'S WORK STATION OR AT THE EMPLOYEE'S WORK LOCATION.

MAIL THE COMPLETED FORM TO:

CASE ADMINISTRATOR
AMERICAN ARBITRATION ASSOCIATION
120 BROADWAY, FLOOR 21
NEW YORK, NEW YORK 10271
TELEPHONE: (212) 484-4137

Date received by AAA

AAA Representative

⁴ If there is no department or agency response received within 10 calendar days after the department or agency meeting, the appeal to arbitration must be filed within 24 calendar days of such meeting.

⁵ Appeal to American Arbitration Association by certified mail, return receipt requested, on a disciplinary grievance form, with a copy to the appointing authority must be filed within 14 calendar days of service of the department or agency response.

State of New York
PERFORMANCE EVALUATION APPEALS FORM

This form is for use by Management/Confidential employees and employees in the following bargaining units **who wish to appeal a rating of “Unsatisfactory”**: Professional, Scientific and Technical unit represented by PEF; Administrative Services, Operational Services, Institutional Services and Division of Military and Naval Affairs units represented by CSEA; and Rent Regulation Services unit represented by DC-37.

Please print or type

Unit (check one): ☐ Management/Confidential ☐ Professional, Scientific and Technical Services
☐ Administrative Service ☐ Institutional Services ☐ Rent Regulation Services
☐ Operational Services ☐ DMNA

Employee's Name Agency

Title Division/Facility

Salary Grade Item Number Section

Supervisor/Rater Title

Reviewer Title

Evaluation Period From: To Date Rating Received
(mo./day/yr.) (mo./day/yr.) (mo./day/yr.)

You may seek to have your "Unsatisfactory" rating raised to the next higher rating category and you have 15 calendar days from the date you receive your rating to file an appeal. The first step will be a review of your appeal by your Agency Performance Evaluation Appeals Board (STEP 1 below).

STEP 1 - AGENCY LEVEL

Instructions

- To appeal your "Unsatisfactory" rating, complete this form in the space provided below and submit it to your Agency Appeals Board.
- Unless you cite specific reasons why your work performance deserves a higher rating, your appeal will be dismissed. Only your rating may be appealed. Disputes concerning such issues as your individual performance program and the rating and appeals process are not subject to appeal.
 - Employees who appeal their rating may make a personal appearance before their Agency Appeals Board to explain their reasons for appeal. If you wish to make a personal appearance, you must indicate this by checking the box below.
 - CSEA-, PEF- and DC-37-represented employees are entitled to be accompanied by a representative appointed by their respective unions. M/C-designated employees may be accompanied by a person of their choosing who may act as an observer only.

Reasons for Appeal:

(Attach additional sheets, if necessary)

☐ I request a personal appearance before the Agency Appeals Board

Employee's Signature Date Submitted

AGENCY APPEALS BOARD RECOMMENDED DECISION

Date Request Received by Agency Appeals Board

The appeal of the above-named employee has been received and we recommend that the appeal be: ☐ Sustained ☐ Denied

Signed Date

AGENCY APPEALS BOARD SUMMARY STATEMENT

The following statement summarizes the basis for our recommended decision:

(Attach additional sheets, if necessary)

AGENCY HEAD DECISION

I have reviewed the recommendation of the Agency Board. Your appeal is: ☐ Sustained ☐ Denied

Signed _____ Date Issued _____ Agency
Head or Designee

STEP 2 - STATEWIDE LEVEL

Instructions

If your appeal has been denied at the agency level, you have 15 calendar days from the date you receive the agency level decision to appeal to the Statewide Performance Evaluation Appeals Board. To do so, complete this form in the space provided below. Attach legible copies of your performance program and evaluation forms, worksheets, and any other pertinent documents. Employees must send these documents by Certified Mail - Return Receipt Requested to the Statewide Performance Evaluation Appeals Board, c/o Governor's Office of Employee Relations, 2 Empire State Plaza, Suite 1201, Albany, NY 12223-1250.

- You must provide reasons for your disagreement with the agency level decision, and sign and date the form where indicated.
- You must also send a copy of this Appeals Form to your Agency Personnel Office.
- Employees (with the exception of Management/Confidential employees) are entitled to appear before the Statewide Appeals Board to explain their reasons for disagreement with the agency level decision. If you wish to do so you must indicate this by checking the box below.
- CSEA-, PEF- and DC-37-represented employees are entitled to be accompanied by a representative appointed by their respective unions.

Reasons for Disagreement with STEP 1 - AGENCY LEVEL decision: _____

(Attach additional sheets, if necessary)

☐ I request a personal appearance before the Statewide Appeals Board (PS&T, ASU, ISU, OSU, DMNA, RRSU only)

Employee' s Signature _____ Date Submitted _____

Mailing Address _____
Street City State Zip Code

Home Telephone (_____) _____ Work Telephone (_____) _____
Area Code Area Code

STATEWIDE APPEALS BOARD DECISION

Date Request Received by Statewide Appeals Board _____

Your appeal has been reviewed by the Statewide Appeals Board. We have: ☐ Sustained ☐ Denied your appeal.

As a result of this action, your rating for this evaluation period is _____

Signed _____ Date _____

Updated 2016

Labor/Management Overview

Each negotiated PEF Collective Bargaining Agreement between PEF and the State contains an article mandating that statewide, agency and local Labor/ Management Committees meet at least biannually to “discuss and attempt to resolve matters of mutual concern.”

The Agreement further specifies that, in connection with these meetings, written agendas should be exchanged by the parties no less than seven days before the meeting. It also identifies as possible meeting topics questions concerning implementation and administration of the negotiated agreement; distribution and posting of civil service examination announcements, scheduling of employee workdays within the established workweek, and additional subjects that may be placed on the agenda by mutual agreement.

Items addressed by local or agency joint Labor/ Management Committees that were not agreed on and disputes arising from an alleged failure to comply with a local or agency level committee agreement are to be referred to the next level in the local-agency-state hierarchy.

Each party has discretion and authority to designate members of their respective teams. Such designees should make their best efforts to be prepared and to have the authority to discuss and resolve agenda items.

Labor/Management Committees

Labor/Management meetings are established in the contract at three levels:

Statewide Level

The Director of Employee Relations or those designated shall meet with the President of PEF or those designated to discuss and attempt to resolve matters of mutual concern.

Department or Agency Level

Each department or agency head, or those designated, shall meet with PEF representatives no less than biannually to discuss and attempt to resolve matters of mutual concern that affect PS&T members within the department or agency.

Facility or Institution Level

The head of each facility or institution, or those

The Labor/Management process is another important approach that allows PEF Leaders to strongly advocate in the best interest of all PEF members.

It is extremely necessary for all Labor/Management Chairs and Committees to work with their respective PEF Field Representative to formulate agendas and locally discussed Agreements. Committees should forward their agendas and written minutes of meetings to the Labor/Management Assistant in the Department of Field Services. The L/M Assistant is available to take minutes for the L/M Committees.

PEF’s Education Department offers various levels of labor/management training workshops ranging from starting up a new Labor/Management Committee to advanced training on techniques of effective Labor/ Management. Teams considering such training should call the PEF Education Department. A joint Labor/ Management training program is also offered in each year of the Contract. The PEF Administration established a Labor-Management Advisory Council, chaired by a PEF Vice President, where quarterly Labor/Management training is provided to all Chairs and Co-Chairs. This process allows great discussion of relevant concerns, strategies and possible solutions in addressing Labor/ Management matters.

designated, shall meet with PEF representatives no less than biannually to discuss and attempt to resolve matters of mutual concern at the local level.

Purpose

- method to resolve issues and/or problems
- method of preventing problems through consultation
- to bring professional concerns to the attention of management

Agencies and Departments that do not operate Facilities or Institutions

The joint agency level labor/management committee shall agree to a plan for establishment, continuation or modification of a local labor/management process.

The most successful labor/management committees are those in which the issues are clearly defined by the representatives of PEF and the State and in which a commitment is made by both parties to sincerely attempt to find a resolution. It is important for a committee member to know what PEF's position is

and in what ways a problem could be resolved. If a matter is currently going through the grievance procedure, it generally should not be a topic of discussion at a labor/management meeting. General problem areas related to a grievance may be discussed, however.

Labor/Management Techniques

1. Know what your membership want to achieve from a labor-management meeting. You must know what the real problems are that the members face. Solicit agenda items with documentation.

2. Don't put any problem on the agenda unless you can suggest a solution (unless they are for informational purposes only).

3. Always do your best to work as a Team during all Labor/Management meetings, and take caucus/ breaks when needed.

4. Establish regular meeting dates.

5. Establish an agenda before the meeting. Both sides have equal opportunity to place items on the agenda.
6. The PEF team must meet before the Labor/ Management meeting to prepare for the meeting.

7. One or more spokesperson(s) per issue; however, no cross dialogue.

8. Keep minutes with all relevant attachments and provide a copy to the PEF Labor/ Management Assistant.

9. Follow-up after the meeting to make sure all participants complete their action-items.

10. Report to the membership with publication of minutes through agency website, private membership emails, electronic bulletin board, and/or manual copies; if necessary.

Health and Safety

Ensuring members are working in an environment free of work-related safety and health hazards is a key function of the union. To accomplish this goal, stewards should be prepared to respond to occupational safety and health issues brought forward by members. Common concerns of PEF members include workplace violence, indoor air quality, infestations, and occupational stress among others. Article 18 of the PEF/ NYS Agreement provides for three levels of health and safety committees; local, agency, and statewide. Labor and management each appoint their representatives to the committees. Stewards should ensure that the local committee is actively seeking to identify and resolve occupational safety and health risks to members. Issues that cannot be resolved at the local committee or impact more than one of the agency's locations are referred to the agency health and safety committee. Health and safety issues not resolved at the agency committee or impacts multiple agencies are referred to the statewide committee. Article 18 health and safety committees meet quarterly to work on issues.

An effective steward thoroughly investigates alleged health and safety problems. This requires asking the correct questions and following up by taking the necessary steps toward resolving issues.

The following outline shows PEF's structure for handling health and safety problems:

1. Members with health or safety problems bring them to the attention of the steward, the local health and safety committee or Council Leader for action;

2. The PEF Field Representative and assigned Health and Safety staff should be copied on documentation regarding health and safety problems addressed at the local level and will provide support as needed.

3. If problems cannot be solved at the local level, the steward, health and safety committee or Council Leader should contact the PEF Field Representative and Health and Safety staff for assistance. Assistance provided may include strategic decision

making, provision of resources, referral or direct intervention, depending on circumstances and needs.

4. PEF Field Representatives and health and safety committees or Council Leaders may contact the PEF Health and Safety Department for assistance. If the Health and Safety Department is contacted directly by health and safety committees or division/ councils, the Health & Safety Department will keep the Field Representative informed.

5. As per Article 18 of the contract, local health and safety committees may appeal problems to agency

level health and safety committees, and agency level committees may appeal them to the Statewide Committee for resolution.

The steward should contact their Regional Field Reps for any assistance they need in preparing to resolve H/S issues.

In addition, stewards can contact PEF's Occupational Health and Safety Specialist at the Albany office at: (518) 785-1900 ext. 254 or 1-800-342-4306.

Legislative/Political Action/COPE

The unions' involvement in political and legislative action is absolutely critical to every PEF member. Elected officials enact laws in Albany and Washington DC that impact our terms and conditions of employment, as well as health and retirement benefits. PEF's Legislative and Political Departments, along with member leaders, make sure the union is represented and heard. They analyze the state budget and identify priorities, review pending legislation and coordinate testimony at public hearings to advocate for our needs. They also work diligently to secure additional funding for more staff, as well as improve the terms and conditions of employment.

Every PEF region has a Political Action Committee (PAC). PEF provides support and training to the Regional PACs regarding legislative and budget lobbying activities and encourages members to be active through the Regional PACs. One of the main functions of the Regional PACs, in addition to advocacy, is to make recommendations regarding political endorsements. Such endorsement

decisions include a questionnaire and interview process and must be part of an overall strategy to improve the union on behalf of the membership. Each month, all of the Regional PAC Chairs and Co-Chairs meet as the Statewide Political Action Committee (SWPAC). In January of each year, the SWPAC meets to establish a calendar for legislative lobbying and political endorsements for the upcoming year.

The SWPAC recommends endorsements but it is for the Executive Board to ultimately act upon and make a final decision.

Any Region or Division wishing to lobby must first advise the SWPAC Chair, as no members or groups are authorized to lobby on behalf of PEF without prior approval from the PAC Chair or PEF President.

PEF encourages members to become politically active in election campaigns and to vote.

COPE: Committee on Political Education

QUESTIONS AND ANSWERS (Q & A)

Non-Members may not be solicited or contribute to COPE

Q: What is COPE?

A: COPE (Committee on Political Education) is a political action fund financed by voluntary member contributions separate from the PEF budget.

Encourage members to participate in our effort!

Q: Is COPE really necessary?

A: COPE is a key part of PEF's effort to strengthen our role on the political stage and gain more respect for NYS public employees. COPE Funds help us influence decisions made by government that affect public employees and their families.

Q: Where does the money go?

A: COPE is used to support candidates for federal elected office. COPE champions State causes at the next level.

Q: Why don't my union dues support this program?

A: Federal Law prohibits PEF from using union dues to support federal campaigns.

Q: Who decides who gets our support?

A: The PEF Executive Board and the Statewide Political Action Committee (SWPAC) carefully review candidate platforms and base endorsements on their position on key labor issues that directly impact public employees.

Q: Is my contribution going to make a difference?

A: Yes! Joining COPE builds the union's power to fight for federal funds that benefit our members' jobs and the quality services they provide to New York State's residents.

Q: How do I participate in COPE?

A: Fill out and return the Authorization for Voluntary COPE Deduction on the front of this card. *On the next page — Please make copies and encourage 'active' members to participate in our effort.*

Send a message to Washington, D.C.
Authorization for Voluntary COPE Payroll Deduction



Signed up by

1. Amount per pay period ☐ Gold \$20 ☐ Silver \$10 ☐ Bronze \$5 ☐ Other ☐

2. Last Name _____ First Name _____ M.I. _____

3. Home Address Street & No. _____ Apt _____ City _____ State _____ Zip Code _____

4. NYS Agency & Bureau or Facility _____ Job Title _____

5. Deduction Effective no earlier than date ____ / ____ / ____ Signature ____ 6. Today's Date ____ / ____ / ____

I hereby authorize regular payroll deductions from my earnings in the amount specified hereon as a voluntary contribution to be paid to the Treasurer of PEF COPE, to be used in accordance with applicable federal and state laws for political purposes including, but not limited to, addressing political issues of public importance and contributing to federal elections. My contribution is voluntary, and I understand that: a) it is not required as a condition of employment or membership in the union; b) I may refuse to contribute without reprisal; c) I may revoke this authorization at any time by giving written notice to the Treasurer of PEF COPE; and/or my payroll office, such revocation being effective when accepted into the employer's payroll system. This authorization supersedes all previous authorizations. Only union members and executive/administrative staff of this union who are U.S. citizens or lawful permanent residents are eligible to contribute to PEF COPE; the contribution amounts on this form are merely suggestions. I may contribute more or less by this or some other means without fear or favor and I understand that my contribution will be kept confidential. I agree to file with the New York State Board of Elections, Albany, New York. Contributions to PEF COPE are not deductible as charitable contributions for federal income tax purposes.

To Submit: Scan or take a picture of this form & email to: cope@pef.org. Or Bring to your PEF Steward or mail to: PEF COPE • New York Public Employees Federation, AFL-CIO • 1168-70 Troy Schenectady Road, P.O. Box 1244 • Albany, New York 12212-2414 **Questions?** Contact - cope@pef.org

Employee Assistance Program

The Employee Assistance Program is a union-negotiated free-of-charge benefit designed to help employees balance the demands of work, home and life by providing employees with confidential information, assessment and referral to community resources to address a broad range of issues such as:

- Alcohol and Substance Abuse
- Child Care
- Domestic Violence
- Elder Care
- Family Issue
- Financial Concerns
- Gambling
- Grief and Loss
- Health and Wellness
- Housing
- Legal Issues
- Mental Health Issue
- Retirement Planning
- Stress
- Work-Life Balance
- Work-Related Issues

Divisions

This department maintains files on 218 PEF Divisions, coordinates division elections as well as other quarterly, yearly, and triennial elections, and keeps financial records for each PEF Division.

- Stewards are elected to 1-to-3-year term(s), as dictated in your division constitution, which can be found on www.pef.org.
- Steward term start/end date can be found on the election certification letter you received after being seated to the position.

What our members need to know about EAP:

- First and foremost, it is important to understand that EAP is a joint labor-management committee with the unions (PEF, CSEA, NYSCOPBA, UUP and others) and management having *equal representation* on the committee, and being *equal partners* with decisions being made by *consensus*.
- EAP services are voluntary and confidential.
- Working Conditions, including but not limited to, rights, benefits, work assignments and promotional opportunities, may not be adversely affected by participating in the EAP program.
- EAP Coordinators are state employees who receive special training and release time to provide referrals and appropriate resources for employees seeking assistance. The EAP Coordinator is a neutral position; the Coordinator cannot be a Human Resources Department employee or a union steward or leader.

- If you can no longer fulfill your role as a Steward, please contact the Divisions Department so that a vacancy election can be conducted timely.

Please refer to resources at www.pef.org/elections and www.pef.org/divisionsfinances for additional information. For questions, please contact 800-342-4306 or email Divisions@pef.org.

Organizing

We all know that our union is only strong if we are united and working together toward a common goal. Member organizers will have access to staff members from PEF's Organizing Department for additional resources. Staff can help train those interested on how to have effective one-to-one conversations, to address difficult issues, and strategies on how best to mobilize members.

The Organizing Department is charged with providing PEF's elected leaders, members, and staff with the resources to enhance their knowledge, skills and abilities needed to implement the member mobilization initiative and advocate to protect and enhance members' rights and benefits. One of the most important pieces to building our union's strength is providing new hires the information and resources to become a union member. PEF's Organizing department coordinates with leaders, regions, and divisions across the state to train and implement union orientations to ensure that every state employee gets the opportunity to join our union family and help strengthen our power. Organizing works with all departments within the organization. From Divisions to Communications, Field Services to Health and Safety, we help set up petitions, registration pages for worksite and virtual meetings, legislative lobbying and outreach, training sessions, and rallies and other events.

The Organizing department works hard to get stewards and activists together for meetings to strategize or do something social so that every member is involved, engaged, and united. Our goal is to build a group

identity and especially help new members and activists feel welcome—like they are a part of something.

PEF is continuing to build our statewide network of member organizers. One of the most significant roles in any union, a member organizer is the glue that holds our workplaces together. You don't need to be a leader, no unique skills are required, other than a willingness to listen and work hard to address your coworkers' concerns. We understand that not everyone wants to be a leader within PEF, but serving as a member organizer is one of the simplest and effective ways you can help keep our union strong.

It is more important now than ever that we have a strong, powerful, and united union. This only happens when we are all engaged and informed on the local level and using it as a demonstration of our strength and solidarity.



ABOUT PEF MEMBERSHIP BENEFITS PROGRAM

The PEF Membership Benefits Program (PEF MBP) is a Trust and separate entity from the Union. The Trust is governed by the PEF Membership Benefits Program Board of Trustees. The Trustees are the exclusive policy making body for the PEF Membership Benefits Program. Five (5) Trustees are appointed by the President of PEF, in accordance with the PEF MBP Trust Document. The Trustees appoint an Administrator of the Trust that oversees the daily operations of the PEF Membership Benefits Program. PEF MBP is a self-funded Trust supported by careful investments and administrative fees. PEF membership dues are never used to fund the operations of the Trust or any of the benefit offerings.

THE PEF MEMBERSHIP BENEFITS PROGRAM MISSION

The PEF Membership Benefits Program mission is to serve active, dues-paying PEF members and PEF retirees, with a wide variety of statewide and regional benefits and discount programs. The PEF Membership Benefits Program is one of the most progressive benefit programs of its kind. PEF members and retirees take full advantage of the many benefits offered. From insurance protection for members and their loves ones, to financial planning services to help members live a financially secure future, as well as legal advice and legal document creation to protect one’s assets and much more. There is something for everyone. PEF MBP provides benefits at affordable prices, to help enrich the lives of its members.

BENEFITS AVAILABLE

Valuable Insurance Coverage: Group Term Life, Short-Term Disability,¹ Long-Term Disability, Assault, Trauma & Captivity Coverage (ATAC),* Accident Indemnity, Cancer Care/Specified Disease, Auto/Home/Renters, and Pet insurance.

Financial & Legal Benefits: Financial Planning & Education, Credit Counseling, Student Loan Counseling, a Debt Management Plan designed to help members pay off debts in the shortest period of time, a Voluntary Legal Service Plan, a Legal Defense Benefit, Discharge of Official Weapon Benefit,* and Justice Center Benefit.*

Additional Benefits: Free & Low-Cost College Benefit, Educational Seminars & Webinars, Exam Fee Reimbursement, Defensive Driving Courses, Membership Mortgage Corp., Dignity Memorial Funeral Benefit, Connect America (PERS), and more.

Discounts On: Attractions, Movie Tickets, Theme Parks, Water Parks, Sporting Events, Gift Cards, Performing Arts Events, Ski Tickets, Hotels, Car Rentals, Airport Parking, Travel, Electronics, Wholesale Clubs, Family Day Events, Coupon Books, and more!

Follow PEF MBP on Social Media: See the latest announcements from PEF MBP, learn about new or enhanced benefits, and get the most up-to-date information about new discount offers and notifications about special event tickets. Following PEF MBP on Facebook, Instagram, Twitter, and LinkedIn, will keep you “in the know” about the valuable benefits and discount offers available for PEF members and retirees.

Visit pefmbp.com to learn more.

¹Benefits of particular interest to “O” agency employees, nurses, and parole officers.
^{*}NYS employees are not eligible for New York Disability Benefits Law coverage.

Glossary

Agreement / Contract / Collective Bargaining Agreement

A written agreement (contract) arrived at as a result of negotiations between an employer and an employee organization, which sets the terms and conditions of employment (wages, hours, fringe benefits, etc.) and the procedure to be used in settling disputes that may arise during the term of the agreement.

Allocate

To assign a salary grade in the salary schedule to a class of positions based on an evaluation of the relative worth of the work performed. Allocations are the purview of the Division of Classification and Compensation.

Arbitration

A method of settling a labor-management dispute whereby an impartial third party renders a decision which is binding. Most agreements provide for the arbitration of grievances arising from the interpretation of an existing contract.

Classification Standard

A Classification Standard is a document that provides detailed information describing a class of positions. They are descriptive, not restrictive; their purpose being to portray for each class of positions the duties and responsibilities which, if present in an individual position, will cause the position to fall in that class.

Classify

To group positions (new and existing) according to the similarity of duties and responsibilities and assign a class title. Reclassify is to change the title of an existing position based on a change of duties and/or responsibilities.

Competitive Jurisdictional Class (Competitive Class)

The Jurisdictional Class under the Classified Civil Service (Classified Service) composed of positions for which it is practicable to determine the merit and fitness of applicants by competitive examination.

Desk Audit

A review and discussion of the duties and responsibilities of a position made at any employee’s desk or other regular place of work.

Department of Civil Service (DCS)

New York State’s primary personnel management agency, responsible for the development and

maintenance of statewide agency personnel systems; the classification and allocation of State positions; and the recruitment and administration of selection procedures for State employment. The head of the Department is the President of the Civil Service Commission.

Division of Classification & Compensation (C&C)

The Civil Service Law provides for a Classification and Compensation Division in the Department of Civil Service, and a Director of Classification and Compensation. The Director is responsible for ascertaining and recording the duties and responsibilities of positions in the classified service of the State, classifying such positions, and allocating salary grades for competitive, non-competitive and in his/her discretion-labor class positions.

Due Diligence

As it applies to the Duty of Fair Representation Due Diligence refers to the level of care and attention used in the course of any investigation or situation requiring preparation. It is a general expectation placed on an individual to meet a standard of behavior or degree of effort which would be made by an ordinarily prudent person or reasonable party to avoid harming another.

Earmark

The term used when a position has been designated for restudy when vacant to determine its proper classification before being refilled. An earmark may be placed against an item by Classification and Compensation, the Civil Service Commission, or the Division of the Budget.

Jurisdictional Classification

Designation by the Civil Service Commission of positions in the classified service in either the non-competitive, labor or exempt class; positions not so designated by the Commission are competitive class. Positions in the exempt or non-competitive classes must be specifically named in the Rules, which, in the State service, are subject to the approval of the Governor.

Exempt Jurisdictional Class (Exempt Class)

The Jurisdictional Class under the Classified Civil Service (Classified Service) of positions deemed impracticable to fill by tests of any kind. No minimum training and experience requirements are established for exempt positions.

Non-Competitive Jurisdictional Class (Non-Competitive Class)
The Jurisdictional Class under the Classified Civil Service (Classified Service) designating positions not in the Exempt or Labor Classes and for which it is found by the Civil Service Commission to be not practicable to ascertain the merit and fitness of applicants by competitive examination.

Parenthetic
A descriptive designation in parentheses following a common base title, to distinguish a specialty within a given field, as Senior Clerk (Library) and Senior Clerk (Purchase).

Past Practice
An employment practice which, through sanction or use becomes an enforceable standard even though not included in a contract.

Public Employment Relations Board (New York State PERB)
The administrative agency created by the Public Employees' Fair Employment Act which is charged with the administrative responsibility for Article 14 of the Civil Service Law and its amendments. It is composed of three members appointed by the Governor, with the consent of the Senate. It administers and enforces the Act. Its functions include: defining appropriate bargaining units, holding elections to determine whether a majority of workers want to be represented by a specific union or no union, certifying unions to represent employees, interpreting and applying the act's provisions prohibiting certain employer and union improper practices.

Reallocate
To change the salary grade of a class with no change in title or duties or responsibilities. [See Allocate]

Reclassify
To effect a change in the title of an existing position based on a change of the duties and responsibilities. [See Classify]

Reassignment
A change, without further examination, of an employee from one position to a position in the same title under the jurisdiction of the same appointing authority.

Salary Grade
The designation attached to a title that indicates a title's compensation in accordance to Section 130 of the Civil Service Law.

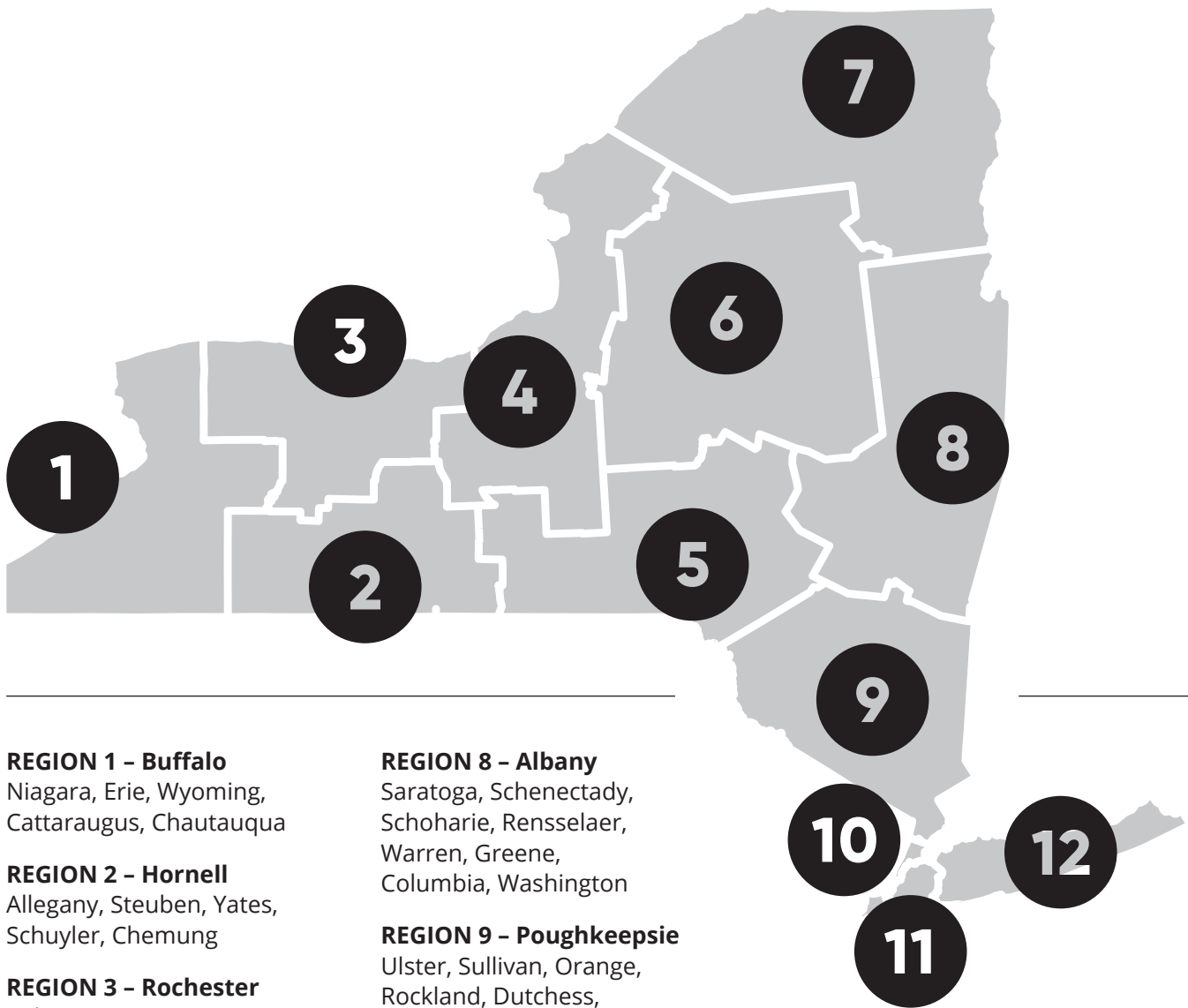
Section 55.b and 55-c
Section 55-b of the New York State Civil Service Law authorizes the New York State Civil Service Commission to designate up to 1,200 positions normally filled through competitive examination to be filled through the appointment of qualified persons with disabilities. Section 55-c authorizes the designation of up to 500 positions in the non-competitive class to be filled by qualified wartime veterans with disabilities. In general, an entry-level position that is filled only through an open-competitive examination (one open to the public) may be used for a 55-b or 55-c appointment.

Transfer
The movement, usually without further examination, of a permanent employee from a competitive position under the jurisdiction of one appointing authority to a similar position with a different appointing authority, or to a position in a different title under the same appointing authority; a transfer may only be made to a position at the same or similar salary grade (currently no higher than two salary grade or one M-grade). Civil Service Law defines three types of transfers:

- 70.1 Transfer** – a transfer (pursuant to Section 70.1 CSL) between titles determined by the Civil Service Department to be satisfactorily “similar.”
- 70.4 Transfer** – a transfer (pursuant to Section 70.4 CSL) to a different title. The individual must meet minimum qualifications for the position, and pass an examination (usually open to the public) appropriate for the title.
- 52.6 Transfer** – a transfer between “administrative” positions as defined in Section 52.6 of the Civil Service Law; “administrative” positions include those in law, personnel, budgeting, methods and procedures, management, records analysis and administrative analysis.

Direct link to Civil Service website for definition of terms:
http://www.cs.ny.gov/ssd/Manuals/SPMM/0800PositClassComp/0830_definitions_of_terms.htm

PEF Regional Map



REGION 1 – Buffalo
Niagara, Erie, Wyoming, Cattaraugus, Chautauqua

REGION 2 – Hornell
Allegany, Steuben, Yates, Schuyler, Chemung

REGION 3 – Rochester
Orleans, Genesee, Monroe, Livingston, Ontario, Wayne

REGION 4 – Syracuse
Seneca, Cayuga, Cortland, Onondaga, Oswego, Jefferson

REGION 5 – Binghamton
Tompkins, Tioga, Chenango, Otsego, Delaware, Broome

REGION 6 – Utica
Oneida, Lewis, Herkimer, Hamilton, Fulton, Montgomery, Madison

REGION 7 – Potsdam
St. Lawrence, Franklin, Clinton, Essex

REGION 8 – Albany
Saratoga, Schenectady, Schoharie, Rensselaer, Warren, Greene, Columbia, Washington

REGION 9 – Poughkeepsie
Ulster, Sullivan, Orange, Rockland, Dutchess, Putnam, Westchester

REGION 10 – Manhattan
Manhattan, Bronx

REGION 11 – Manhattan
Richmond, Queens, Kings

REGION 12 – Hauppauge
Nassau, Suffolk

Important Phone Numbers

PEF Albany:
1-800-342-4306 or (518) 785-1900
www.pef.org

PEF Membership Benefits:
1-800-342-4306 or (518) 785-1900
www.pefmbp.org

PEF Local Office:
Your Region # _____

PEF Retirees:
1-800-342-4306 or (518) 785-1900 ext. 288

Civil Service:
<https://www.cs.ny.gov/>

General Information:
(518) 457-2487 or 1-877-NYS JOBS
pio@cs.ny.gov

Health Benefits:
(518) 457-5754 or 1-800-833-4344
www.cs.ny.gov/nyship/

Civil Service Exams:
(518) 457-2487

Civil Service Lists:
(518) 457-4295

Dental Plan: Emblem Health Preferred Plan:
1-800-947-0101

Vision Plan: Davis Vision Care:
1-888-588-4823

- Home Care Advocacy Program
 - Beacon Health Options (Mental Health & Substance Abuse)
 - Managed Physical Medicine Program (MPN)
 - Centers of Excellence for Cancer, Transplants & Infertility Programs
 - The Empire Plan Nurseline
- 1-877-7NYSHIP (1-877-769-7447)**
www.cs.ny.gov/employee-benef
and follow links for Using Your Benefits

The Empire Plan Diabetic Supplies Pharmacy:
1-888-306-7337
<http://www.empireplanproviders.com/contact.htm>

Health Care Spending Account:
1-800-358-7202
<https://goer.ny.gov/program-information>

Educational Opportunities:
PEF Education:
1-800-342-4306 ext. 254 or (518) 785-1900 ext. 254
www.pef.org

NYS Offices (Albany) General Information:
(518) 474-2121

Health Insurance:
HMO Enrollees:
Contact your HMO directly

- Empire Plan: 1-877-769-7447**
- United Health Care (UnitedHealthcare)
 - Prescription Drug Benefits
 - Empire/BlueCross (Hospital)



NEW YORK STATE
PUBLIC EMPLOYEES FEDERATION, AFL-CIO

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