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UNITED STEELWORKERS, AFL-CIO, CLC  
LOCAL 9265



AND

NEW YORK STATE  
PUBLIC EMPLOYEES FEDERATION, AFL-CIO



# AGREEMENT

July 1, 2011 – June 30, 2015

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## Table of Contents

ARTICLE 1	Recognition.....	3
ARTICLE 2	Membership and Payment of Dues.....	4
ARTICLE 3	Grievance Procedure.....	5
ARTICLE 4	Union Rights.....	7
ARTICLE 5	Probationary Period.....	8
ARTICLE 6	Discipline and Discharge.....	11
ARTICLE 7	Managements Rights.....	13
ARTICLE 8	Workday and Workweek.....	13
ARTICLE 9	Payment of Wages.....	17
ARTICLE 10	Save Harmless Policy.....	17
ARTICLE 11	Labor/Management Meetings.....	18
ARTICLE 12	Jury Duty.....	18
ARTICLE 13	Holidays/Conference Days.....	19
ARTICLE 14	Vacations.....	20
ARTICLE 15	Leave Provisions.....	21
ARTICLE 16	Leave Accumulations – Accounting.....	31
ARTICLE 17	Health Insurance.....	31
ARTICLE 18	Additional Benefits.....	36
ARTICLE 19	Seniority.....	39
ARTICLE 20	Reimbursed Expenses.....	42
ARTICLE 21	Transportation.....	45
ARTICLE 22	Pensions/Retiree Health Insurance.....	47
ARTICLE 23	Vacancies, Transfers and Orientation.....	50
ARTICLE 24	Review of File.....	53
ARTICLE 25	Unit Work.....	53
ARTICLE 26	PEF/USW Traineeship Program.....	54
ARTICLE 27	Successorship Clause.....	55
ARTICLE 28	Secondary Contract.....	55
ARTICLE 29	Publications.....	56
ARTICLE 30	Affirmative Action.....	56
ARTICLE 31	Compensation.....	56
ARTICLE 32	Dependent Care.....	60
ARTICLE 33	Health and Safety.....	60
ARTICLE 34	Education and Training Opportunities and Benefits.....	61
ARTICLE 35	No Lockout and No Strike.....	64
ARTICLE 36	Conclusion of Collective Negotiations.....	64
ARTICLE 37	Savings Clause.....	64
ARTICLE 38	Term of Agreement.....	65
ARTICLE 39	Approval of Contract.....	65
Signature Page	.....	66
Appendix A	Salary Schedules by Job Category.....	67
Appendix B	Side Letters.....	75

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## ARTICLE 1 — Recognition

A. This agreement is made and entered into as of the November 18, 2008 between the Public Employees Federation, AFL-CIO (hereinafter referred to as “PEF”), and the United Steelworkers, AFL-CIO, CLC, on behalf of Local Union 9265 (hereinafter referred to as “USW”). PEF hereby recognizes USW as the sole and exclusive bargaining representative for all full-time and part-time general staff personnel employed by it including all legal, professional and administrative staff, but excluding supervisors within the meaning of the National Labor Relations Act and those titles which have been deemed management/confidential by PEF as follows:

Accounts Payable Clerk  
Accounts Receivable Clerk  
Administrative Assistant to the Director of Finance  
Assistant Director of Public Relations  
Assistant to the President  
Building Manager/Purchasing Agent  
Deputy General Counsel  
Director of Field Services  
Director of Finance  
Director of Training & Education and Health & Safety  
Director of Labor Relations  
Director of Legislation  
Director of Organizing  
Director of Civil Service Enforcement  
Director of Contract Administration  
Director, Membership Information Systems  
Divisions Coordinator  
Executive Assistants  
Executive Board/Conference Coordinator  
Executive Secretary  
Executive Director  
Financial Executive  
General Counsel  
Human Resource Administrator  
Insurance Executive  
Interns  
Law Clerks

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Marketing Executive  
Marketing Coordinator  
Membership Benefits Administrator  
Payroll Clerk  
Political Organizer/Lobbyist  
Retirees Program Director  
Secretary to the President  
Staff Accountant  
Systems Analyst

- B. PEF agrees not to negotiate concerning wages, hours and other terms and conditions of employment of personnel defined in Paragraph A above with any other organizations other than USW for the duration of this Agreement.
- C. The terms "employee" or "employees" as used in this Agreement shall mean only employees serving in positions not listed in Section A of this Article.
- D. PEF agrees that any M/C title created shall be submitted to USW one week prior to posting. Any dispute regarding this issue shall be submitted under the NLRB procedure pertaining to unit determination issues.
- E. PEF and USW agree that the working environment should be characterized by mutual respect for the dignity of every employee. Nothing contained in this paragraph shall be subject to Step 3 of the grievance procedure in Article 3 of this agreement.

## **ARTICLE 2 — Membership and Payment of Dues**

- A. USW Membership
  - 1. PEF and USW agree that as a condition of employment, all employees presently within the bargaining unit shall remain members of USW and all new employees within the bargaining unit shall become members of USW within thirty (30) days after commencing employment. All employees who become members of USW shall remain members during the life of this Agreement.
  - 2. Upon notification from USW to PEF that an employee has failed to comply with paragraph (A) above, said employee shall be terminated within five (5) working days after receipt of such notification. Refusal to join USW is just and reasonable cause for termination of employment.
- B. Maintenance of Fees and Assessments

PEF shall deduct dues assessments and initiation fees as designated by USW from the salaries of employees who have signed authorization permitting such deductions. Payment of dues collected will be remitted to USW each payday regularly.
- C. The granting of authorization shall indemnify PEF against any and all claims or other forms of liability that may arise out of such authorization.

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- D. The withdrawal of authorization may be accomplished only through the termination of the Agreement or through the member's written notification to both USW and PEF of his/her desire to withdraw such authorization three (3) days prior to the annual anniversary of the granting of such authorization. Otherwise the granting of such authorization shall remain in effect during the life of this Agreement.

## **ARTICLE 3 — Grievance Procedure**

### **A. Declaration of Policy**

The purpose of this grievance procedure is to provide an orderly process whereby the employees may equitably and expeditiously settle any dispute that may arise in the course of their employment free from coercion, restraint, interference, discrimination or reprisal. The procedural provisions contained herein shall be liberally construed for the accomplishment of these objectives.

### **B. Definitions**

1. A "grievance" is a dispute concerning interpretation, application, administration or violation of the terms and provisions of this Agreement.
2. "Days" shall mean working days.

### **C. Steps of the Grievance Procedure shall be as follows:**

#### **STEP 1**

The grievant or USW representative shall bring the grievance in writing to either the immediate supervisor or the supervisor responsible for the alleged grievance with the objective of resolving the matter informally. This step shall take place no later than thirty (30) days after the date in which the action giving rise to the grievance occurred or the grievant became aware of the action or had knowledge thereof.

Any resolution of the grievance at this level shall be in accordance with the provisions of this Agreement and shall be conveyed to the grievant in writing within ten (10) days after the presentation of the grievance by the grievant or USW representative.

#### **STEP 2**

The grievant, if the Step 1 outcome is unsatisfactory, shall through USW, file a written appeal to the President of PEF or his/her designee. This appeal shall set forth the nature of the grievance and its remedy.

This step shall commence fifteen (15) days after the receipt of the Step 1 response. The President of PEF or his/her designee shall meet with the grievant and his/her USW representative within ten (10) days after receiving this Step 2 appeal. Fifteen (15) days after this meeting at Step 2 a written response to the grievant shall be rendered to the grievant with a copy to the USW President and Grievance Chairperson.

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### STEP 3

If the response at Step 2 is unsatisfactory to USW, it may appeal for arbitration within fifteen (15) days after the receipt of the Step 2 response.

The decision made by the arbitrator is to be final and binding upon both parties.

A panel of five (5) arbitrators shall serve until the termination of this Agreement. The arbitrator for each arbitration shall be randomly selected from the list below. The selected arbitrator may be passed by mutual agreement of the parties and another arbitrator shall be randomly selected from the remaining list. Notification shall be sent by USW directly to the arbitrator with a copy to PEF. The arbitrators are as follows:

Fred Denson

Joel Douglas

James Cooper

Tia Denenberg

John Crotty

The parties may mutually agree to add or subtract from this list.

#### D. General Procedures

1. Upon failure of PEF to provide a response within the time limits provided in Article 3, the moving party, USW, may appeal to the next step. Upon failure of the grievant or USW to file an appeal within the time limits provided in Article 3, the grievance shall be deemed withdrawn.
2. The processing and investigation of grievances shall not be unreasonably denied during working hours.
3. PEF shall facilitate any investigation which may be required and make available any and all materials and relevant documents concerning the alleged grievance.
4. A class grievance (more than one [1] grievant) or a grievance involving more than one facility of PEF shall be submitted directly at Step 2.
5. Time limits may be waived by mutual agreement in writing at any step.
6. Both parties will be bound by the rules and procedures of the American Arbitration Association insofar as such rules and procedures are consistent with the provisions of this Article. All fees and expenses of the arbitration shall be equally divided between PEF and USW. Late cancellation fees will be paid by the party so requesting the cancellation/rescheduling.

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7. The arbitrator shall hear the appeal as soon as possible following his/her appointment and shall render his/her decision within thirty (30) calendar days from the close of the hearing.

## **ARTICLE 4 — Union Rights**

### **A. Release Time**

1. PEF will grant up to five (5) designated USW members a reasonable amount of release time for investigating and processing grievances and attending grievance meetings.
  - a. Insofar as it is practicable, requests for such time shall be made in advance to the President of PEF or his/her designee.
2. PEF will grant a reasonable number of USW members a reasonable amount of release time to conduct negotiations for a successor agreement.
3. PEF shall grant a sufficient amount of release time in each year of this agreement for the attendance of one unit member at the USW International Convention or the district conference. The use of such leave shall be subject to the approval of the President of PEF or his/her designee.
4. Any time used for USW related business in addition to the release time in paragraphs 1 through 3 above may be charged to employees' accruals, or recorded as release time if accompanied by the appropriate authorization from USW that USW will reimburse PEF for the equivalent cost of the release time. Such requests for leave or release time will be subject to operational needs and supervisory approval - but shall not be unreasonably denied. In addition, at any time during the PEF fiscal year in which the accruals were charged, USW may, upon written notice to the PEF Director of Finance, reimburse PEF for the cost of accruals used for such purposes. Upon receipt of such reimbursement, PEF will restore this accrued time, and will notify USW and the employee of the restoration.

### **B. Use of Facilities and Equipment**

1. USW may request from PEF the use of its facilities and equipment for the purpose of conducting Union meetings and other Union business. Such requests shall be made to the President of PEF or his/her designee and shall not be unreasonably denied.
2. USW shall reimburse PEF for any expense which PEF would not have normally incurred. This includes printing, photocopying, supplies and postage and excludes expenses such as heat, air conditioning, electricity and incidental use of equipment and supplies.
3. It is understood between the parties that such use shall not interfere with the operations of PEF.

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## ARTICLE 5 – Probationary Period

A. All employees shall be required to serve a probationary period as defined below:

1. Administrative Staff (Category 1-8)

- a. New employees hired to fill a permanent or contingent permanent administrative position shall serve a probationary period of no less than eight (8) weeks and no more than twenty-six (26) weeks. PEF in its discretion may award permanent status at any time after the probationer has served eight (8) weeks.
- b. All current PEF Administrative staff who are promoted or transferred to fill a permanent or contingent permanent administrative position and who have passed probation in the position they are vacating shall serve a probationary period of no less than four (4) weeks and no more than twelve (12) weeks. PEF in its discretion may award permanent status at any time after the probationer has served four (4) weeks.
- c. An appointment shall become permanent upon the retention of the probationer in a permanent position beyond the completion of the maximum probationary period or upon earlier notice that the employee's probationary period is successfully completed.

Employees successfully completing probation in a Contingent Permanent position (as defined in Article 23.F) will become permanent upon the:

- i. the completion of probation and the exhaustion of the hold by the incumbent on the position, or
  - ii. if the incumbent of the position leaves PEF's employment before completing probation or the hold is exhausted.
- d. If PEF decides to terminate the probationer, the probationer shall receive four weeks notice or, alternatively, four weeks severance pay, except that no severance pay shall be provided if the probationer is terminated for acts of violence, fraud or criminal acts.

2. Professional Staff (Category 9-14)

- a. New employees hired into a permanent or contingent permanent (as defined in Article 23.F) professional position, and administrative employees promoted into a permanent or contingent permanent professional position shall serve a probationary period of no less than eight (8) weeks and no more than fifty-two (52) weeks. PEF in its discretion may award permanent status at any time after the probationer has served eight (8) weeks.
- b. All current professional PEF staff who are promoted or transferred to another professional position, either permanent or contingent permanent, and who have passed probation in the position they are vacating shall serve a probationary period of no less than eight (8) weeks and no more than twenty-six (26) weeks. PEF in its discretion may award permanent status at any time after the probationer has served eight (8) weeks.



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- c. An appointment shall become permanent upon the retention of the probationer in a permanent position beyond the completion of the maximum probationary period or upon earlier notice that the employee's probationary period is successfully completed.

Employees successfully completing probation in a Contingent Permanent position (as defined in Article 23.F) will become permanent upon:

- i. the completion of probation and the exhaustion of the hold by the incumbent on the position, or
  - ii. if the incumbent of the position leaves PEF's employment before completing probation or the hold is exhausted.
- d. If PEF decides to terminate the probationer, the probationer shall receive four weeks notice or, alternatively, four weeks severance pay, except that no severance pay shall be provided if the probationer is terminated for acts of violence, fraud or criminal acts.

3. Attorneys (Category 15)

- a. All PEF attorneys, permanent or contingent permanent (as defined in Article 23.F), shall be required to serve an eighteen (18) month probationary period and shall not be entitled to the provisions of any disciplinary grievance procedure during the probationary term.
- b. During this probationary period the probationary attorney shall receive two written reports of his or her status and progress. These written reports shall be provided to the probationary attorney within one week of the completion of twenty- six (26) weeks and fifty-two (52) weeks. The supervisor shall meet with the probationary attorney at the time that these reports are provided to discuss the probationary attorney's strengths and weaknesses and provide guidance through a corrective plan on how he or she can improve his or her performance where necessary.
- c. This probationary period may be extended in the discretion of the General Counsel, by one six (6) month extension. No extension shall be made unless the probationary attorney is given a written statement of reasons for the extension, including a corrective plan, within one month prior to the end of the minimum probation period. Neither the extension of the term nor the statement of reasons may be grieved.
- d. The General Counsel may in his discretion award permanent status at any time after the attorney has served one year.

Attorneys successfully completing probation in a Contingent Permanent position (as defined in Article 23.F) will become permanent upon:

- i. the completion of probation and the exhaustion of the hold by the incumbent on the position, or

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- ii. if the incumbent of the position leaves PEF's employment before completing probation or the hold is exhausted.
- e. In the event that PEF determines to terminate the employment of a probationary attorney the attorney shall receive two months notice or alternatively two months severance pay. In the event that PEF determines to terminate the employment of a probationary attorney who has served at least one year the attorney shall receive two months notice and two months severance pay. However, no severance pay shall be provided if the probationary attorney is terminated for acts of violence, fraud or criminal acts.
- B. During the probationary period employees shall not be subject to the disciplinary procedures provided by this Agreement in the job in which they are probationary.
- C. When an employee serving a probationary period is absent from work for a continuous period of two weeks or more, the probationary period shall be frozen on the first day of the continuous absence. The probationary period shall resume commencing on the first day the employee returns to performing the job duties of the position for which he or she is serving probation.
- D. Probationary Procedures
1. During the probationary period, the employee's supervisor shall provide the employee with written reports of his or her status and progress. A minimum of two written reports will be provided to the probationary employee during the probationary period. These written reports shall be provided to the employee within one week of the completion of:
    - a. new administrative staff – twelve (12) weeks and twenty-two (22) weeks;
    - b. promoted or transferred administrative staff – four (4) weeks and eight (8) weeks;
    - c. new professional staff – twenty-four (24) weeks and forty-eight (48) weeks;
    - d. promoted or transferred professional staff – twelve (12) weeks and twenty-two (22) weeks.

The supervisor shall meet with the probationary employee at the time that these reports are provided to the employee to discuss the employee's strengths and weaknesses and provide guidance through a corrective plan to the probationary employee on how he or she can improve his or her performance where necessary. PEF may exercise its option of awarding permanent status, continuing probation, or terminating the probationary employee at any point following completion of the minimum probationary period. However, following the receipt of a corrective plan the employee will be provided with a minimum of four (4) weeks to demonstrate improved performance prior to any decision to terminate the employee during the remaining probationary period.

2. A probationary employee whose services are to be terminated because of unsatisfactory performance shall receive written notice of such termination at least four weeks prior to such

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termination or, alternatively, paid four weeks severance pay, and upon request, shall be granted an interview with his or her supervisor and the President of PEF or his/her designee.

3. No employee shall fail probation due to PEF's failure to provide probation reports, meetings with supervisors and corrective plans in accordance with this Section. If there is such a potential of an employee's failure of probation, as a result of PEF's failure to provide probation reports, meetings with supervisors and corrective plans in accordance with this Section, the supervisor shall complete a report and meet with the employee to discuss the report, the employee's strengths and weaknesses and provide guidance through a corrective plan to the probationary employee on how he or she can improve his or her performance. The employee's probation shall be extended for the applicable time periods defined in 3.a. through 3.d. below from the day the employee received the corrective plan. At the end of this extension, PEF shall exercise its option to retain or terminate the employee.
  - a. The extension shall be a period of three (3) weeks for employees whose maximum probationary period could be twelve (12) weeks.
  - b. The extension shall be a period of six (6) weeks for employees whose maximum probationary period could be twenty-six (26) weeks.
  - c. The extension shall be a period of twelve (12) weeks for employees whose maximum probationary period could be fifty-two (52) weeks.
  - d. The extension shall be a period of twenty-four (24) weeks for employees whose maximum probationary period is twenty-four (24) months.
  
4. A probationary employee may be terminated for acts of violence, fraud, or criminal acts without the procedures in this Section and without severance pay as provided for elsewhere in this Article.
  - a. If PEF believes that a probationary employee has committed an act of violence, fraud, or a criminal act, and determines to terminate him or her without severance pay, it shall notify the employee and USW Local 9265's President at least one week (7 calendar days) prior to the proposed termination. The employee shall be placed on leave without pay throughout this period. During the one week period the employee, and/or his or her USW representative, may request that PEF reconsider its determination. PEF's notice to USW shall be by first class mail and email. PEF's notice to Grievant shall be by personal delivery or by certified mail, return receipt requested. During this one week period, the employee and/or USW shall be given a full and fair opportunity to present arguments and/or evidence in opposition to the termination and the withholding of severance pay. PEF shall consider any such arguments and/or evidence and inform the employee and USW in writing of its decision. PEF's decision with regard to the termination and the withholding of severance pay shall be final and binding on all parties, and not reviewable under Article 3 or any other article of the PEF/USW Contract.

## **ARTICLE 6 — Discipline and Discharge**

- A. The concept of progressive discipline is endorsed by both parties.

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- B. PEF maintains the right to discharge or discipline any employee for just cause. The right shall be exercised with due process.
- C. Whenever an employee is summoned for an interview which may lead to disciplinary action he/she shall be entitled to USW representation. The employee shall be informed of this right in writing by the summoning party. The employee and/or his/her representative shall be given a copy of any document(s) signed by the employee as part of this interview.
- D. Whenever PEF initiates disciplinary action against an employee it shall do so in writing and shall contain the following:
1. Stating the reason(s) for such action and the proposed penalty.
  2. Specifying the time(s), date(s), and place(s) such alleged misconduct or incompetence took place.
  3. Informing the employee of the right of USW representation.
  4. The USW President and Grievance Chairperson shall receive a copy of such Notice within forty-eight (48) hours of the time that the employee receives such Notice.
- E. The employee and USW shall have the right, within 30 working days of receipt of notice pursuant to paragraph D above, to grieve such action commencing at Step 2 of the grievance procedure in Article 3(C) of this agreement; and if it is unresolved at this level it shall be moved to Step 3 within the time frames provided by Article 3(C) of this agreement.
- The arbitrator shall have the right to sustain, modify or remove the allegations in the Notice and to sustain, modify or delete the proposed penalty.
- F. An employee shall not be disciplined for any work-related acts which occurred more than one (1) year prior to the imposition of the disciplinary notice. This does not preclude the employer's use of the employee's formal work history at an arbitration.
- G. No employee shall be adversely affected nor shall any penalties be imposed by a disciplinary action until the arbitrator's decision has been rendered. PEF in its discretion may, however, suspend an employee without pay or temporarily reassign the employee when PEF determines that there is probable cause that such employee's continued presence on the job represents a potential danger to persons or property or would interfere with operations. Suspensions without pay and temporary reassignments shall be reviewable by a disciplinary arbitrator at the conclusion of the case, to determine whether PEF had probable cause. Where an employee has been suspended without pay or temporarily reassigned, the parties shall make every effort to schedule at least the first day of arbitration within thirty (30) days of the filing of a grievance. The inability of the parties to schedule or complete the arbitration within sixty (60) days of the filing of the grievance shall not entitle the grievant to be reinstated on the payroll or to have the temporary reassignment revoked unless the delay is the direct result of circumstances controllable by PEF.

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- H. An employee suspended without pay shall continue to maintain full health insurance coverage, as provided by this agreement, for the duration of the suspension.

## **ARTICLE 7 – Managements Rights**

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities of PEF are retained by it including, but not limited to, the right to determine the mission, purposes, objectives and policies of PEF; to determine the facilities, methods, means and number of personnel required to conduct PEF programs; to reasonably direct, deploy and utilize the workforce; and to hire, suspend, discipline and discharge employees.

PEF may require employees to produce a statistical report necessary for it to calculate the agency fee refund. The form and content of such report shall be mutually agreed to by PEF and USW. No employee shall be required to complete the report for a period in excess of eight weeks in any calendar year. If an electronic version of the form is developed, employees shall have the option of completing the form in the printed or electronic format. The form will be submitted directly by the employee to the Director of Finance or his/her designee and no individually identifiable data will be shared with the employee's supervisor or individuals with managerial responsibility. The information recorded on the form shall be used solely and exclusively to collect the total amount of time spent on chargeable and non-chargeable activities to determine the percentage of time spent on non-chargeable activities for the entire organization and under no circumstances shall such information be used for payroll or personnel purposes, including timekeeping.

## **ARTICLE 8 – Workday and Workweek**

### **A. Administrative Staff**

1. The normal workday is scheduled to consist of seven (7) hours extending from 9:00 AM to 5:00 PM with one (1) hour for lunch which shall normally be scheduled between the hours of 11:00 AM and 2:00 PM. Where more than one employee is located in an office they shall arrange their lunch schedules to avoid leaving such office unattended during the lunch hour. Deviations from the above starting and finishing times can be worked out when mutually agreed upon between USW, the employee and PEF. PEF encourages supervisors and managers to be flexible in the beginning and ending time for Administrative Staff for reasons such as: doctor's appointments, child or elder care issues, household emergencies, etc. Supervisors may authorize such adjustments, to the extent consistent with the operational needs of PEF, without charge to accruals, however, the employee must make up the schedule adjustment within the same workweek.
2. The normal workweek shall consist of thirty-five (35) hours extending from Monday to the following Friday.
3. The payroll week shall be from Monday to Sunday.
4. Paid Overtime

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- a. Hours worked (or fractions thereof) in excess of 35 hours worked in a payroll week shall be paid at one and one-half (1 1/2) times the regular hourly rate.
  - b. An employee who is required to work on a holiday or on Sunday shall be paid at two (2) times his/her regular rate of pay for all hours worked on these days.
  - c. The regular rate of pay shall be computed by dividing the employee's annual salary by 1,820.
  - d. Overtime must be approved in advance by an employee's immediate supervisor.
  - e. All employees who are requested to work overtime shall be given, whenever possible, twenty-four (24) hours notice before such overtime is to commence. It is understood that there may be bona fide emergencies when notice of less than twenty-four (24) hours may not be required.
  - f. The employee asked to work overtime will be guaranteed a minimum of one (1) hour overtime.

#### 5. Meal Allowance

Employees required to work more than two (2) consecutive hours beyond the employee's normal working day shall be entitled to voucher a meal.

#### B. Professional Staff

1. Workweek: Shall consist of the necessary time to fulfill the requirements of the employee's job.
2. Necessary time: The process consisting of planning, adjusting and scheduling of a period of time in order to meet specific requirements of the employee's job.
3. USW and PEF agree that the members of the professional staff in the performance of their assignments are required to work both unusual and uneven amounts of both days and hours.
4. a. It is understood that professional staff may not always be present in their offices during the normal working hours of that office due to the unusual and uneven amounts of days and hours worked by them. It is further understood that where adjustments of the professional staff's work time occur because of these unusual and uneven amounts of days and hours worked and where such adjustments result in significant amounts of time away from their office during the hours it is open, the immediate supervisor shall be notified of the reasons for and shall retain the right of approval for the scheduling of such time that is earned as adjusted time. It is further understood that to the extent practicable the office of the professional employee know his/her whereabouts during normal operating hours of the office. PEF will not unreasonably deny the approval for the scheduling of such time that is earned as adjusted time pursuant to this article.

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b. Non-field professional employees whose work assignments may require them to work weekends or holidays may earn up to a maximum of ten (10) days of compensatory time per calendar year. Compensatory time earned during the six month period ending December 31 must be used by June 30th of the next calendar year or be lost. Similarly compensatory time earned during the six month period ending June 30th must be used by December 31st of the same calendar year or be lost. Accrual and use of compensatory time will require supervisory approval, and will not be unreasonably denied.

5. Professional staff shall receive one (1) floating holiday as has been the practice when working a holiday at the Convention.

### C. Staff Attorneys

The parties recognize that the attorneys' workday and workweek will often exceed normal business hours. Each attorney shall therefore be entitled to earn up to ten (10) days compensatory time each year. Compensatory time shall be awarded for work on weekends or holidays. All compensatory time must be used prior to the end of the calendar year in which it is earned. At the employees' discretion up to half of the compensatory days earned during a calendar year may be traded for payment at the employee's current salary rate. Payment for "traded" compensatory days shall be made during the last pay period of the calendar year in which they are earned.

### D. Flexible Work Arrangement

1. PEF shall provide a flexible work arrangement program which will provide interested employees with the opportunity to enter into Compressed Work Schedules or Reduced Work Arrangements subject to the terms outlined below. The Compressed Work Schedule and Reduced Work Arrangement options shall be available to Administrative and Non-Field Professional employees, except Attorneys, desiring greater flexibility in their individual work lives. Requests to enter into a Compressed Work Schedule or Reduced Work Arrangement must include a memorandum of support from the employee's Department Director and must be made to the President of PEF or his/her designee, at whose discretion the request shall be approved or denied. The factors considered in approving or denying the request will include, but not be limited to, operational necessity, including such issues as the impact on hours of office operation, workload of all affected staff, and seniority.
2. Compressed Work Schedules:
  - a. Interested full time Administrative and Non-Field Professional employees, except Attorneys, may work compressed pay periods of no less than 8 days per pay period without charge to accruals.
  - b. Compressed work schedules shall be established for a definitive term and may not be terminated by either party during that term absent thirty (30) days notice by any party.
  - c. The time off generated by the compressed work schedule shall be scheduled for a specific day(s) by agreement.

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- d. Start and end times for staff working a compressed work schedule, including a lunch break, shall be established by agreement.
  - e. Employees working a compressed work schedule will continue to work the same number of hours per pay period/carry the same work load as they would if they were not working a compressed work schedule, in accordance with all the other provisions of this article.
  - f. When a holiday falls on a day that an employee with a compressed work schedule is not scheduled to work, the employee shall receive 7 hours of floating holiday leave. The use of floating holiday leave shall be consistent with the provisions of Article 13(E).
  - g. Employees working a compressed schedule shall continue to enjoy all the contractual rights and benefits normally accruing to full time employees not working a compressed work schedule. Notwithstanding the preceding, administrative staff working a compressed schedule shall not be eligible for overtime pay as set forth in Article 8 (A) for those hours worked in excess of 35 hours in a payroll week (not to exceed 40 hours in a payroll week or 70 hours in any payroll period) due to their regular compressed schedule pursuant to a compressed work agreement.

3. Reduced Work Arrangements:

- a. Interested full time Administrative and Non-Field Professional employees, except Attorneys, may volunteer to enter a reduced work arrangement which reduces their work schedule/load by up to thirty (30) percent. Reduced work arrangements shall be established for a definite term and shall not be terminated absent thirty (30) days notice by any party.
- b. The time off generated by the reduced work week shall be regularly scheduled for specific day(s) by agreement.
- c. Start and end times for staff working a reduced work week shall be established by agreement.
- d. Employees in a reduced work arrangement shall earn an annual salary which is reduced in direct proportion to the percentage reduction in their work schedule/load.
- e. Employees in a reduced work arrangement shall continue to participate in the PEF Healthcare Plan in the same manner as full time employees.
- f. Employees in a reduced work arrangement shall enjoy all the contractual rights and benefits (e.g. leave accruals) reduced in direct proportion to the percentage reduction in their work schedule/load.
- g. When a holiday falls on a day that an employee with a reduced work arrangement is not scheduled to work, the employee will not receive floating holiday leave.



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4. Any questions, issues or disputes arising out of the terms of this section D of this article shall be dealt with pursuant to Article 11 of this agreement and shall not be grievable.

## **ARTICLE 9 — Payment of Wages**

### A. Frequency

Employees will be paid bi-weekly within seven (7) days following the end of the bi-weekly period in which the wages were earned. Overtime wages will be paid no later than the payroll period following that in which the overtime was worked.

### B. Method of Payment

Wages shall be paid either by check or electronic transfer, at the employee's choice. Checks shall be made available to employees at their office locations or at his/her request will be mailed to the employee's home.

### C. Attendance Records

#### 1. All Staff

Employees shall submit each payroll period to their immediate supervisor attendance records showing the number of daily and weekly hours worked including starting and finishing times and any charges to leave accruals, either on paper or electronically through a system provided by PEF. Beginning six months after ratification or six months after roll out of an electronic payroll system, whichever occurs later, all attendance records for payroll periods following mandatory implementation shall be submitted through the electronic system. Prior to mandatory implementation, training on use of the electronic payroll system shall be provided to all staff. USW and PEF agree that generally accepted accounting principles require a prompt accounting of an employee's time and attendance. Therefore, all employees should submit their payroll period attendance sheets to their supervisor as soon as reasonably possible at the conclusion of the payroll period. The parties agree that compliance with the preceding will alleviate the need for any additional administrative action.

#### 2. Field Staff

Field Representatives shall submit weekly to their supervisor on a form prepared by PEF a schedule of their activities.

## **ARTICLE 10 — Save Harmless Policy**

- A. PEF shall provide legal counsel where required for any employee at no cost to the member to defend actions arising out of the proper performance of PEF duties assigned to him/her.
- B. PEF shall guarantee payment of regular salary and will assume the payment of fines and judgments imposed upon an employee arising out of the performance of their assigned PEF duties, provided that this shall not apply in the case of any criminal fines and/or judgments.

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- C. PEF shall defend and hold harmless attorneys sued under the same terms and conditions contained in the malpractice insurance policy presently in force for malpractice arising out of the performance of their assigned PEF duties. In the event this policy is not in force PEF shall defend and hold harmless an attorney sued for malpractice arising out of the performance of his/her assigned PEF duties in accordance with the same terms and conditions contained in the malpractice insurance policy in effect on the date this contract becomes effective.

### **ARTICLE 11 — Labor/Management Meetings**

- A. PEF and USW may upon the request of either party meet to discuss matters of mutual concern to the parties. The parties shall not bargain collectively at such meetings.
- B. There shall be quarterly labor/management committee meetings within each twelve (12) month period of the Agreement. Additional meetings can be convened if mutually agreed to by the parties.
- C. The labor/management committee shall consist of up to ten (10) representatives from USW and such representatives from management as PEF determines necessary. Release time to attend such meetings shall be granted as needed.
- D. The USW Labor/Management chair shall be allowed up to two (2) days of release time per quarter to prepare for the labor/management meeting of that quarter.
- E. PEF and USW hereby agree to sign jointly approved minutes of all labor/management meetings. Such agreements shall not be grievable.

### **ARTICLE 12 — Jury Duty**

- A. Employees who are called to serve as jurors shall receive their regular salary on each full day when they are required to be in court.
- B. Employees shall be eligible under Section A of this Article for no more than one term of jury service every two years.
- C. If PEF seeks to have the employee excused from jury duty the employee will cooperate with PEF.
- D. It is understood that any employee who is called to serve jury duty shall return to employment on any day where the employee is excused from jury duty at such time where it is reasonable for him/her to return to employment.

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## **ARTICLE 13 - Holidays/Conference Days**

A. All employees covered by this Agreement shall receive the following holidays pursuant to the New York State PS&T Unit employee holiday schedule:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veteran's Day
11. Thanksgiving Day
12. Christmas Day
13. One (1) floating holiday in addition to any previously identified holidays which are converted to floating holidays for PS&T Unit employees.

B. The observance of all dates of holidays will be transmitted by PEF to USW and individual employees each year of the Agreement. All holidays will be observed each year on the same day as the PS&T Unit holiday. The designation of a holiday as a floating holiday will be transmitted by PEF to USW and individual employees as soon as practicable after PEF is made aware of the designation by the State of New York.

C. Any holiday listed in paragraph (A) above which is designated as a floating holiday by the State of New York shall also be designated as a floating holiday by PEF for unit employees. Floating Holidays must be used within one (1) year from the date earned. For example: the one (1) floating holiday earned on July 1 must be used by June 30 of the following year and if Lincoln's Birthday (February 12) is designated as a floating holiday, then it must be used by close of business February 11 of the following year.

D. There will be a total of thirteen (13) holidays during each calendar year.

E. Floating holidays may be utilized with supervisor notification and approval. The use of floating holidays shall not be unreasonably denied.

F. USW Conference Day

1. One day during each year of this Agreement, at the option of USW, shall be designated as a USW Conference Day. On Conference Day, unit members shall be released without charge to accruals to attend.

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2. USW will notify PEF at least sixty (60) days prior to any scheduled Conference Day for the purpose of allowing PEF the opportunity to make necessary arrangements of office staffing and coverage.

## **ARTICLE 14 — Vacations**

- A. Annual vacation leave credit shall commence on the first day of employment with PEF and shall be prorated at the rate of 1 1/4 days per month for the first year of employment.
- B. Vacation leave credit shall be credited on July 1 of each year of this Agreement as follows:
  - Employees with at least one year but not more than three years employment as of July 1 shall be credited with 15 days vacation leave time.
  - Employees with at least three years but not more than five years employment as of July 1 shall be credited with 18 days vacation leave time.
  - Employees with at least five years but not more than fifteen years employment as of July 1 shall be credited with 20 days vacation leave time.
  - Employees with fifteen years or more employment as of July 1 shall be credited with 21 days vacation leave time.
- C. If an employee leaves the employ of PEF or goes off the payroll for reasons other than layoff or verifiable long term disability, a prorated share of the annual vacation days credited in advance shall be deducted from the employee's accumulated vacation leave.
- D. All requests for vacation leave must be submitted for approval in advance to the immediate supervisor. PEF will endeavor to respond within a reasonable time and will endeavor to comply with the employee's request for the desired vacation time.
- E. If for any reason a supervisor believes that PEF's operating needs will not allow two or more employees to schedule vacation at the same time, the most senior employee will have first choice of scheduled vacation time.
- F. Conversion of Vacation to Sick Leave

In the case of illness or injury of more than two (2) days duration substantiated by a doctor's certificate occurring while on vacation leave, the President of PEF or his/her designee shall convert vacation leave to sick leave. However any salary received for such leave shall be credited against any salary due to vacation leave subsequently taken.

- G. Vacation Credit Accumulation

1. Vacation credits may be accumulated up to a maximum of 40 days on the last day of any contract year.

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2. An employee's vacation credit accumulation may exceed the maximum during a calendar year provided, however, that the employee's balance of vacation credits may not exceed 40 days on the last day of any contract year.
  3. In the event of death, retirement or separation from service an employee compensated in cash for the accrued and unused accumulation may only be so compensated for a maximum of 40 days.

## **ARTICLE 15 - Leave Provisions**

### **A. Unpaid Leave Provisions**

1. Any employee requesting an unpaid leave must state the nature, duration and the effective date of such a leave in order to provide time for the necessary arrangements.
2. Benefits provided under the Agreement shall not be accrued to any person on leave without pay unless otherwise stated. Such benefits including seniority shall remain frozen for the duration of the leave granted.
3. Benefits shall be reinstated upon the return of the employee and shall be instituted at the same level that existed at the commencement of the leave unless otherwise stated.
4. Any employee on any extended leave shall notify PEF sixty (60) days prior to the termination of the leave whether he/she intends to return.
5. Extended leaves are to include but not be limited to the following: Public Office Leave and other unpaid leaves.
6. Upon returning from a leave of six (6) months or less duration or a child care leave of twelve (12) months or less duration an employee shall be placed in that position held immediately prior to the leave or a substantially equivalent position. Upon returning from a leave in excess of six (6) months or a child care leave in excess of twelve (12) months an employee shall be placed in a position as determined substantially equivalent by PEF. PEF will consider extenuating circumstances in the placement of personnel returning from a leave of six (6) months or more duration.
7. Except as provided in Paragraph E of this Article the granting of all leaves in this provision shall be at the discretion of the President of PEF or his/her designee.

### **B. Sick Leave**

1. a. Upon hire an employee shall be granted five (5) days sick leave. After four (4) months the employee shall be credited with 1 1/4 days per month pro rata until the next July when it shall be credited as a lump sum. Thereafter, leave of fifteen (15) working days/year shall be credited on each July 1 of the Agreement until June 30, 2009, accumulating up to a maximum of 260 days.

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- b. Effective July 1, 2009, upon hire an employee shall be granted five (5) days sick leave. After four (4) months the employee shall be credited with 1 day of sick leave per month pro rata until the next July when it shall be credited as a lump sum. Thereafter, leave of thirteen (13) working days/year shall be credited on each July 1 of the Agreement accumulating up to a maximum of 260 days.
  - c. Effective the July 1st following ratification, employees in the Administrative Service with a minimum of 1 year of service shall be granted three (3) additional days of sick leave per year, in addition to the sick leave provided in Section 15(B)(1)(a) above, which shall be credited to the employee on each July 1st thereafter. These three additional sick leave days shall be accumulated in a separate leave category on the employee's attendance record. This additional sick leave is not available to the employee to charge any absences. Upon an active employee's retirement from PEF, in accordance with Article 22 of this Agreement, the sick leave accumulated under this paragraph will be added to the employee's normal sick leave accumulation under Section 15(B)(1)(a). The combined total sick leave will be converted into a funding source for health insurance as provided in Article 22 of this Agreement. The total of the sick leave under Section 15(B)(1)(a) and Section 15(B)(1)(b) shall not exceed the maximum of 260 days.
2. a. Any employee absent on sick leave shall notify a designated M/C personnel, at no cost to the employee, of such absence one hour prior to the start of the scheduled workday. This designated M/C person will make all arrangements.
  - b. Any employee who utilizes sick leave on a scheduled work day which falls prior to or following a holiday, as defined by Article 13, after being counseled twice with at least one such counseling in writing, may be required to provide PEF with a doctor's certificate indicating the nature of the illness and the reason for the absence upon the request of the immediate supervisor.
  - c. When an employee is absent more than five (5) consecutive work days the employee shall, at the request of his/her immediate supervisor, provide medical documentation for his/her absence from work.
  - d. When in a year's period an employee demonstrates a pattern of sick leave abuse, the employee shall at the request of his/her immediate supervisor provide medical documentation for his/her next sick leave absence.
  - e. Sick leave credits may be charged to care for dependent children or seriously ill family members. For the purposes of this section, the term "family members" shall mean the employee's immediate family: husband, wife, domestic partner, son, daughter, father, mother, spouse's or domestic partner's parents, brother, sister, employee's grandparents, spouse's or domestic partner's grandparents; or a relative or individual living in the immediate household.
3. Prolonged Illness or Disability
    - a. Extended Sick Leave

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1. After one (1) year of employment by PEF, an employee shall be eligible for an extended sick leave that is provided by PEF as a safety net to provide income protection for the employee who is absent from work due to a prolonged illness or temporary physical or medical disability for the first six (6) months of a continuous absence and until the first day of the seventh month of the continuous absence at which time the employee will be eligible for the extended disability leave benefit provided by the long term disability insurance benefit described in Article 15 (B) (3) (b) below.
  2. An employee shall be eligible for the extended sick leave benefit upon application to the President of PEF or his/her designee, which shall be granted when an employee is unable to perform the duties of his/her position, either with or without a reasonable accommodation, based on medical documentation provided by the employee's doctor of a prolonged illness or a temporary physical or medical disability, where starting with the first day of the continuous absence the total of all of the accruals the employee has available, including accruals previously accumulated or donated, is less than the total accruals required to cover the working days in the first six (6) calendar months of the continuous absence. The amount of the extended sick leave granted shall be equal to the difference between the total accruals required to cover the employee's absence for the working days in the first six (6) calendar months of the continuous absence and the total accruals the employee will have available, through accumulation or donation, but shall not exceed the maximum duration of six (6) months. This leave benefit shall be effective only after the employee has exhausted all of his/her available leave accruals, including both previously accumulated and donated leave credits.
  3. Employees will not accrue leave accruals while receiving the extended sick leave benefits.
  4. The extended sick leave benefit as defined in (3) (a) (1) above shall be granted only to those employees who do not have enough accruals to provide income protection for the first six (6) months of a prolonged illness or disability. If an employee's total of all available leave accruals is equal to six (6) months or more of accruals the employee shall not receive the extended sick leave benefit.
  5. In order to insure the continuation of benefits under this agreement, the employee should apply to the President of PEF or his/her designee for the extended sick leave benefit at least three (3) weeks prior to exhausting his/her available leave credits. If an employee does not have enough leave credits to cover the projected absence from work then the employee should apply for the extended sick leave benefit immediately upon receipt of the medical documentation, as described in (3)(a)(6) below, indicating the employee is under treatment for a prolonged illness or a temporary physical or medical disability.
  6. The applicant for such a leave must submit, prior to the granting of such leave, a report from his/her physician or a medical facility stating the (1) diagnosis; (2) prognosis with regard to returning to work, either with or without reasonable accommodation; (3) any necessary reasonable accommodation; and (4) the approximate date of such return. If the extended sick leave is granted PEF may require medical documentation at its

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discretion based on the previous medical documentation, but not more often than monthly during the term of the leave.

7. PEF may request the employee obtain, at PEF's expense, a second medical opinion from a physician of PEF's choice, who must be board certified in the area of the employee's disability. Should the physician selected by PEF determine the employee is fit to perform the essential functions of his/her job either with or without reasonable accommodation, and should USW contest that determination, an arbitrator randomly selected from the list below shall make a final determination on the dispute. Such an arbitration shall be scheduled within ten (10) business days of USW's demand and, unless USW or PEF demand a formal hearing, the parties shall submit their proofs to the arbitrator. Such submission shall include the findings of the employee's doctor and the findings of PEF's doctor. If a formal hearing is held, the arbitrator shall have the authority to issue an immediate bench award to be followed by a written award. If the parties choose written submissions, the arbitrator shall issue a written award within ten (10) business days of receipt of the submissions. If the employee is determined by the arbitrator not able to perform the essential functions of the job, either with or without reasonable accommodation, the employee will be eligible for this extended sick leave benefit. The arbitrator shall be authorized to establish a schedule of follow-up medical reviews and have final authority to determine if the employee remains disabled and will continue to qualify for this extended sick leave.
8. The panel of arbitrators who will decide controversies under Article 15(B)(3)(a) shall include, but not be limited to: Fred Denson, Joel Douglas, James Cooper, Tia Denenberg and John Crotty.
9. Upon the approval of the employee's physician, an employee may be requested by PEF to return to a position, without relocating, prior to the expiration of the extended sick leave benefit, the duties of which the employee can perform either with or without reasonable accommodation. This position must offer the comparable salary maintained prior to the commencement of such leave. The rejection of such an offer shall result in the termination of the extended sick leave and the loss of all benefits including, but not limited to, health insurance, long term disability insurance and term life insurance.
10. Should the employee seek reinstatement during or at the conclusion of the leave under 3 (a) above, PEF may require an independent medical examination at PEF's expense to determine that the employee is fit to return to duty. If the determination of the independent medical examination is that the employee is not fit to return to work and if USW should contest that determination, an appeal for arbitration may be filed as described in Article 15(B)(3)(a)(7) above.
11. The payment schedule for the Extended Sick Leave benefits granted after the exhaustion of all leave accruals shall be as follows:
  - 1 through 3 years employment - 50% of salary at the time of disability
  - 4 through 6 years employment - 75% of salary at the time of disability
  - 7 or more years of employment - 100% of salary at the time of disability



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12. The payment percentages above shall be offset by any New York State Disability Insurance payment, Workers' Compensation award or Social Security Disability payment received as a result of the disability. The offset shall be figured on an annual basis and then deducted from the annual salary of the employee. The percentage will then be applied to the remaining annual salary and a bi-weekly salary amount will then be obtained.
  13. Employees determined eligible for the six (6) month extended sick leave benefit will receive the benefit retroactively, if necessary.

b. Extended Disability Leave

1. Extended disability leave shall be granted after one (1) year of employment upon the approval of the employee's application for benefits by the insurance company according to the provisions of the group insurance policy issued by the insurance company to PEF. This benefit shall be provided at no premium cost to employees with a maximum benefit payment at the 60% benefit level, equal to the level of benefits provided to employees on June 30, 1999. The pre-existing condition clause shall be waived for all employees in the unit as of the date of execution of this Agreement. In the event that the employee has not exhausted all of his/her earned leave accruals the employee may choose to freeze their accruals for the duration of the extended disability leave or to use the remaining leave accruals. The use of accruals will be concurrent with the approved extended disability leave. If the employee chooses to freeze the accruals and does not return to work after two years as defined in Article 15 (B) (3) (b) (9), the employee may use any unused sick leave as a funding source for payment of health insurance under COBRA. The employee shall be compensated for any unused vacation leave up to the maximum of 40 days as provided in Article 14 (E)(3).
2. Extended disability leave shall be a leave that may combine the use of any unused accruals, an unpaid leave from PEF and the long term disability insurance program, the duration of which cannot exceed a maximum of 18 months.
3. In order to insure the continuation of benefits under this agreement, the employee should apply to the insurance company for the long term disability insurance benefits they may be eligible for while they are on PEF's payroll, at least two (2) months prior to the expiration of their extended sick leave benefits, with a copy to PEF.
4. Employees approved for the extended disability leave will have exclusive hold rights to their position and remain fully covered under the provisions of the employee health insurance benefits for a period of two (2) years from the date that the employee commenced his/her absence of 2 continuous years due to a non-job related prolonged illness or temporary physical or medical disability or two and one half (2 1/2) years from the date that the employee commenced his/her absence of 2 1/2 continuous years due to a job related prolonged illness or temporary physical or medical disability.
5. If an employee is disqualified, or if the employee is initially approved but is later disqualified by the insurance company from the benefit provided by the group

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- insurance policy the employee will be disqualified from PEF's extended disability leave. The employee may apply for an extended disability leave of absence, pursuant to Article 15 (B)(3)(b)(2), not to exceed 18 months. The applicant for such leave must submit, prior to the granting of such leave, a report from his/her physician or a medical facility stating the (1) diagnosis; (2) prognosis with regard to returning to work; either with or without reasonable accommodation; (3) the necessary reasonable accommodation and (4)
6. Employees who are approved for the 18 month extended disability leave of absence and have unused previously accumulated accruals at the conclusion of the first six (6) months of continuous absence may continue to use those accruals and remain in paid status until such accruals are exhausted or the 18 month limit on the employee's leave is reached or the employee may choose to freeze their accruals for the duration of the unpaid leave. If the employee chooses to freeze the accruals and does not return to work after two years as defined in Article 15 (B) (3) (b) (9), the employee may use any unused sick leave as a funding source for payment of health insurance under COBRA. The employee shall be compensated for any unused vacation leave up to the maximum of 40 days as provided in Article 14 (E)(3).
  7. Employees who are approved for the 18 month extended disability leave of absence will continue to receive the employee health insurance benefit provided under the PEF Healthcare Plan.
  8. Employees will not accrue leave credits while on the extended disability leave, except if the employee is continuing to use unused leave accruals and remains on PEF's payroll.
  9. Employees who do not return to employment after two (2) years, for non-job related illness or disability, or two and one half (2 1/2) years, for a job related illness or disability, of continuous absence will be deemed to have terminated their employment with PEF and to have waived their due process rights under the Discipline and Discharge provisions of this agreement. Any frozen vacation leave shall be cashed out in accordance with Article 14 of this agreement. Any frozen sick leave may be used to purchase health insurance benefits under COBRA.
  10. PEF may request the employee obtain, at PEF's expense, a second medical opinion from a physician of PEF's choice, who must be board certified in the area of the employee's disability. The physician shall have access to all the employee's relevant medical records. Should the physician selected by PEF determine the employee is unfit to perform the essential functions of his/her job, either with or without reasonable accommodation, the application for the leave shall be granted. Should the physician selected by PEF determine the employee is fit to perform the essential functions of his/her job, either with or without reasonable accommodation, the employee will be given 10 days to return to work. Should USW contest that determination, an arbitrator randomly selected from the list below, shall make a final determination on the dispute. Such an arbitration shall be scheduled within ten (10) business days of USW's demand and, unless USW or PEF demand a formal hearing, the parties shall submit their proofs to the arbitrator. Such submission shall include the findings of the employee's doctor and the findings of PEF's doctor. If a formal

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hearing is held, the arbitrator shall have the authority to issue an immediate bench award to be followed by a written award. If the parties choose written submissions, the arbitrator shall issue a written award within ten (10) business days of receipt of the submissions. If the employee is determined by the arbitrator not able to perform the essential functions of the job, either with or without reasonable accommodation, the employee will be eligible for this extended disability leave of absence for a maximum of 18 months. The arbitrator shall be authorized to establish a schedule of follow-up medical reviews and have final authority to determine if the employee remains disabled and will continue to qualify for the extended disability leave of absence. Employees determined eligible for the 18 month extended disability leave of absence will receive the benefit retroactively, if necessary. If the employee fails to return to work and USW fails to appeal to arbitration, the employee shall be deemed to have terminated his/her employment with PEF and to have waived their due process rights under the Discipline and Discharge provisions of this agreement.

11. The panel of arbitrators who will decide controversies under Article 15(B)(3)(b) shall include, but not be limited to: Fred Denson, Joel Douglas, James Cooper, Tia Denenberg and John Crotty.
12. Upon the approval of the employee's physician, an employee may be requested by PEF to return to a position, without relocating, prior to the expiration of the extended disability leave, the duties of which the employee can perform either with or without reasonable accommodation. This position must offer the comparable salary maintained prior to the commencement of such leave. The rejection of such an offer shall result in the termination of the extended disability leave and the loss of all benefits including but not limited to health insurance, long term disability insurance and term life insurance.
13. Should the employee seek reinstatement during or at the conclusion of the extended disability leave, as described in this section, PEF may require an independent medical examination at PEF's expense to determine the employee's fitness to return to duty. If the determination of the independent medical examination is that the employee is not fit to return to work and if USW should contest that determination, an appeal for arbitration may be filed as described in Article 15(B)(3)(b)(10) above.
14. Employees determined eligible for the extended disability leave will receive the leave and the employee health insurance benefit retroactively, if necessary.

### C. Personal Leave

1. Each employee shall be granted four (4) days of personal leave during the year. Advance notice of one working day must be given when possible to PEF via such employee's immediate supervisor. Unused personal leave will be added to the employee's sick leave accumulation at the end of the contractual year.
2. The use of personal leave for a workday prior to or immediately following a holiday, as defined in Article 13, will only be granted with the advance approval of an employee's immediate supervisor.

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#### D. Bereavement Leave

Employees will be granted up to three (3) days leave for bereavement in the event of a death in the immediate family: husband, wife, domestic partner, son, daughter, father, mother, spouse's or domestic partner's parents, brother, sister, employee's grandparents, spouse's or domestic partner's grandparents; or a relative or individual living in the immediate household. The President of PEF or his/her designee may, if the circumstances warrant, grant three (3) additional days.

#### E. Child Care Leave

1. Effective upon ratification employees shall be entitled to a Child Care Leave of up to one year following the birth or adoption of each of their children. For the first twelve (12) weeks of that leave, employees may, at their option, charge such leave to sick leave accruals prior to charging any other appropriate accruals. Thereafter, at the employee's option, such leave may be charged to any otherwise appropriate leave accruals. If an employee becomes ill while charging such leave accruals, the employee may charge his or her sick leave accruals. The employee must notify PEF within two (2) work days of the start of the illness if the employee chooses to charge sick leave. Following either exhaustion of appropriate accruals, or the employee's decision to stop charging accruals, any continuing Child Care Leave shall be leave without pay. Upon the approval of the President of PEF or his/her designee, an employee may be granted childcare leave of absence for an additional twelve (12) months without pay. A request for a leave of this nature must be filed with the President of PEF or his/her designee no less than three (3) months prior to the requested effective date thereof, except where extraordinary circumstances, beyond the control of the employee, prevent the three (3) month notice.
2. Notwithstanding the previous language, a leave for childcare may be denied to an employee if that employee and his/her spouse request a simultaneous child care leave from PEF.

#### F. Public Office Leave

A public office leave shall be granted, without pay, upon the recommendation of the President of PEF or his/her designee, in order to campaign for or serve in a public office. The duration of such leave shall not exceed one (1) term of office.

#### G. Workers' Compensation

In the event an employee is absent from his/her duties as a result of an injury or sickness covered by Workers' Compensation, he/she will be paid at his/her regular salary level less the amount of any workers' compensation awarded for the temporary disability due to said absence for a period of six (6) months from the date of the injury. No portion of such an absence will be charged to any other leave to which the employee is entitled.

#### H. Administrative Leave

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An employee may request and, upon the approval of the President of PEF or his/her designee, be granted an administrative leave with pay for a specifically agreed upon time period. The terms and conditions of such a leave shall be within the discretion of the President of PEF or his/her designee.

#### I. Sabbatical Leave – Attorneys

Commencing with an attorney's seventh (7th) year of continuous PEF employment and upon six months written notice to the General Counsel, an attorney shall be entitled to a six-month sabbatical leave with half-pay upon the following conditions:

1. At the time of the commencement of the leave no other staff attorney shall be on any other type of long-term leave (leave of three (3) months' duration or longer);
2. No sabbatical leave may commence less than six (6) months after the termination of a colleague's sabbatical leave;
3. During the sabbatical leave the attorney may not engage in the practice of law except with the prior written approval of the General Counsel;
4. If the attorney elects not to return from sabbatical leave or if the employee attorney resigns from PEF employment at any time within fifteen (15) months of his/her return to PEF employment from sabbatical leave, he/she shall forfeit all salary paid during the sabbatical leave;
5. PEF shall have the right to hire employees, including attorneys, to temporarily replace attorneys on sabbatical leave.

#### J. Leave Donation Program

PEF agrees to establish a leave donation program to provide compensation through the use of donated leave credits to employees who have exhausted their leave credits. The following conditions apply:

1. An employee may donate earned vacation leave credits to a “sick leave bank” established for a specific employee absent from work who has requested such “bank” or on whose behalf USW has requested such a “bank”.
2. Only earned vacation leave credits may be donated. Donations must be made in either half-day (3 1/2 hours) or full-day (7 hours) increments.
3. The absent employee’s leave credits must be exhausted prior to his or her use of donated leave credits.
4. The absent employee must be absent due to a non-occupational personal illness or disability for which they have submitted (and continue to submit as requested) medical documentation satisfactory to PEF.

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5. The donating employee must retain a minimum of 10 days of earned vacation credits after the donation is complete.
  6. Except as otherwise provided in this section, the use of donated leave by the absent employee will be recognized by PEF as if the leave credits had been earned by the absent employee.
  7. The Leave Donation Program does not restrict PEF's right to terminate an employee under the terms of the collective bargaining agreement. Donated leave credits shall not be used to extend the employee's hold on his/her position beyond two (2) years from the date of the commencement of the illness or disability. Donated leave shall not be used to extend the duration of employment of a temporary employee, extend employment beyond a termination date established by the collective bargaining agreement or a termination date as a result of an award issued by an arbitrator or in a settlement agreed to by the PEF and USW, or the employee.
  8. The absent employee shall not earn or accrue leave credits while using donated leave.
  9. USW may solicit donations; PEF shall not solicit donations.
  10. The medical documentation shall be verified and the eligibility requirements reviewed by the President of PEF or his/her designee.
  11. The PEF Accounting Department will be responsible for approving and processing donations, confirming the employee's acceptance of donations and transferring the leave credits.
  12. The donor identity will be kept strictly confidential.
  13. Leave may be donated by or to unit employees and by or to non-unit employees regardless of job category or location.
  14. This program is not subject to the grievance procedure in Article 3 of this Agreement.

#### K. Cancer Screening Leave

Employees shall be entitled to up to four hours of paid leave annually for breast and prostate cancer screening. This leave is not cumulative and expires at the close of business on the last day of each calendar year. Such leave includes leave for mammograms, physical exams for breast and prostate cancer detection and travel time to such exams. Absence beyond the four-hour cap must be charged to other leave accruals. Employees must provide prior notification of such absence and PEF may request medical documentation of the purpose of the absence.

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## **ARTICLE 16 — Leave Accumulations - Accounting**

PEF shall provide each employee with an accounting of sick and vacation leave accumulated. Such accounting will be made by the employee's supervisor approving the accrual record listed by the employee on his/her time sheet.

## **ARTICLE 17 — Health Insurance**

- A. PEF shall provide each employee with the option to participate in the PEF Healthcare Plan. PEF will supply each employee with a Benefits Manual showing the coverage as negotiated by PEF and USW.
- B. Effective February 1, 2001 the PEF healthcare plan structure will be divided into hospital, medical services, major medical, vision care, dental benefits and prescription drug coverage.
1. The PEF healthcare plan will include a participating provider network for hospital, medical, major medical and vision care benefits.
  2. An employee who utilizes a participating provider for covered hospital or medical service benefits will have no out-of-pocket cost for those benefits, other than the co-payments listed below.
  3. An employee who utilizes a non-participating provider for covered hospital or medical service benefits will be reimbursed at 100% of the usual and customary charge for the service. Charges by a non-participating provider that exceed the usual and customary charge will be the responsibility of the employee.
  4. Anesthesiology, pathology, radiology and emergency medical services provided in a participating hospital setting shall be reimbursed as a paid-in full benefit regardless of whether such services are provided by participating or non-participating physicians.
  5. Effective January 1, 2015, an employee who utilizes a participating provider for covered major medical benefits will pay a \$20.00 co-payment for each office visit. Office visits pursuant to this paragraph will not be subject to the annual deductible in paragraph D of this article. The co-payment will not go toward satisfaction of the annual deductible provided in paragraph D of this article.
  6. Effective January 1, 2015, outpatient surgery shall be subject to a \$40.00 co-payment for each outpatient procedure.
  7. Effective January 1, 2015, emergency room visits shall be subject to a \$40.00 co-payment per visit.
  8. Medically appropriate local commercial or volunteer ambulance transportation will be a paid in full medical expense, not subject to deductible or coinsurance.

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9. An employee who utilizes a non-participating provider for covered major medical benefits will be reimbursed at 80% of the usual and customary charge for the service, after satisfaction of the deductible provided in paragraph D.
  10. The vision care benefit will reimburse employees 100% of the negotiated rate when the employee utilizes a participating provider, or at 80% of the usual and customary charge or the charge of the physician or optometrist, whichever is lower, when the employee uses a non-participating provider for covered services.
  11. The occupational vision benefit covers the cost of job-related eyeglasses. Occupational eyeglasses must differ from the regular eyeglass prescription. Safety glasses are not covered. The benefit is available once in any 12-month period, only through participating vision care providers. The vision care provider may ask the employee to complete a questionnaire regarding the nature of his/her work and whether a computer is used. The occupational vision benefit is available to employees only (i.e. dependents are not eligible).
  12. The dental benefit will reimburse employees for diagnostic, preventive and restorative services at 80% of the maximum allowable charge (defined as the fee a dentist usually and customarily charges for a specific service or procedure and which falls in a range of prevailing fees that includes at least 90% of all fees for a specific procedure reported by all dentists participating in the dental care program). Effective July 1, 2008, the dental benefit will reimburse employees for diagnostic and preventive services at 100% of the maximum allowable charge.
  13. Reimbursement for prosthetics, periodontics and orthodontics will be at 50% of the maximum allowable charge. Effective July 1, 2008, the dental benefit will reimburse employees for prosthetics, periodontics, and restorative services at 80% of the maximum allowable charge. Reimbursement for orthodontics will be at 50% of the maximum allowable charge.
  14. The maximum benefit payable for services covered under the dental plan is \$1200 per person per plan year. Effective July 1, 2008, the maximum benefit payable for services covered under the dental plan is \$1,500 per person per plan year. Reimbursement for orthodontic benefits is limited to a lifetime maximum of \$2,000.
- C. Effective January 1, 2015, the health insurance plan (exclusive of the dental and prescription drug benefits) will be subject to a \$1,500 annual out-of-pocket maximum per person and \$2,750 annual out-of-pocket maximum per family, excluding deductible. Covered medical expenses incurred by a plan member after that member has paid the \$1,500 individual or \$2,750 family out of pocket maximum in co-payments and co-insurance (exclusive of any required deductible) will not be subject to additional co-payments or co-insurance for the remainder of the calendar year.
- D. Effective October 1, 1996, the annual health insurance deductible will be \$100 for individuals and \$200 for the maximum family deductible. A plan member will be deemed to have met the deductible when covered medical expenses, exclusive of the co-payment in paragraph B (4) of this article, have exceeded the \$100/200 level.



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- E. Effective October 1, 1996, coverage under the PEF healthcare plan will be available for an annual routine or periodic physical for staff members. Effective January 1, 2005, coverage under the PEF healthcare plan will be available for an annual routine or periodic physical for the spouses/domestic partners of staff.
- F. Effective October 1, 1996 the definition of who is covered under the PEF Healthcare Plan (Section Three of the Benefits Manual in effect until ratification of the 1995-99 agreement) will be expanded to include the domestic partners of PEF employees.
1. A domestic partnership is defined as one in which the partners must be 18 years of age or older, unmarried and not related by marriage or blood in a way that would bar marriage, reside together, involved in a committed (lifetime) rather than casual relationship and mutually interdependent financially. The partners must be each other's sole domestic partner and must have been involved in the domestic partnership for a period of not less than six months.
  2. In order to establish that a domestic partnership exists for purposes of obtaining coverage, the domestic partners must execute a Domestic Partner Affidavit, provide proof of cohabitation and provide evidence that an economically interdependent relationship exists between the employee and the domestic partner dependent. The affidavit and proof of cohabitation and economic dependence shall be developed by PEF after consultation with USW.
  3. Should a domestic partnership relationship cease, a termination document shall be required. A six month waiting period shall be required from the date a covered domestic partner dependent is deemed no longer eligible, as evidenced by the filing date of the termination document, until a new domestic partner can be deemed eligible for coverage.
- G. PEF shall provide above coverage for dependents to age 26.
- H. PEF shall provide coverage under the PEF healthcare plan for part-time staff members who so request. Part-time staff is defined as those staff members working at least 36 hours out of the 70 hour payroll period. Coverage shall be as indicated in this Article.
- I. Pre-Authorization

Effective January 1, 2015, prior authorization, based on criteria established by the third party administrator selected by PEF to administer the plan, shall be obtained prior to the following:

- Any inpatient hospital admission
- MRI scans

Emergency admissions require authorization within 48 hours following admission.

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## J. Prescription Drugs

1. Effective January 1, 2015, the prescription drug coverage provided by PEF under the PEF Healthcare Plan will use a three tier formulary established by the third party administrator selected by PEF to administer the plan with the following co-pays:

### **Retail Pharmacy Co-Pays**

Prescription Drugs – <b>Retail Pharmacy Copays:</b>		30 Day Supply
	Tier 1 – Generic Drug	0*
	Tier 2 – Preferred Drug	\$20
	Tier 3 – Non-Preferred Drug	\$35

\*At the third Retail Pharmacy fill and each refill thereafter, the Generic copay is \$10.

Exceptions to the generic copay requirement for chronic medication refills at Retail will be allowed for certain drug categories. Those drug categories will be subject to no copay at retail at and after the third fill. These drug categories include, but are not limited to, medications for ADHD. Additional drug categories may be added by the Joint Health Benefits Committee.

### **Mail Order Pharmacy Co-Pays**

Prescription Drugs - <b>Mail Order Pharmacy Copays:</b>		31-90 Days Supply
	Tier 1 - Generic Drug	-0-
	Tier 2 – Preferred Drug	\$25
	Tier 3 – Non-Preferred Drug	\$60

Effective January 1, 2005 a mail order program will be offered which will allow plan members to obtain a 31 to 90 day supply of specific maintenance drugs.

2. An appeals process for disputes concerning Tier 3 drugs versus Tier 1 or 2 drugs and Tier 2 versus Tier 1 drugs will be available through the provider of PEF's prescription drug plan. Any employee whose physician or dentist provides medical documentation satisfactory to the provider of PEF's prescription drug plan of the medical necessity of using a Tier 3 drug when an approved Tier 2 drug and/or Tier 1 drug is available, or using a Tier 2 drug when an approved Tier 1 drug is available, will pay only the required co-payment for the lowest available Tier drug.

An educational program developed by the Joint Health Benefits Committee will be provided to explain the appeals process, and will include information to take to doctor visits.

3. Effective January 1, 2005, prescriptions for maintenance drugs filled at a local pharmacy may only be filled for up to a 90-day supply.

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4. Effective January 1, 2005, the prescription drug insurance co-pays will be subject to a \$625 annual out-of-pocket maximum per person and a \$1,250 annual out-of-pocket maximum per family. Prescriptions obtained by a plan member after that member has paid the \$625 individual or \$1,250 family out of pocket maximum in co-payments will not be subject to additional co-payments for the remainder of the calendar year.
  5. Effective July 1, 2008, diabetic supplies may be obtained as a covered prescription drug benefit subject only to the appropriate drug co-payment.
  6. Quantity Limitations  
Effective January 1, 2015, PEF may impose quantity limits on the drugs contained in the Urology Therapeutic Category per the Catamaran Standard Non Specialty Quantity Limit List January 2014 (updated 12/19/2013). Any additions or deletions to this list shall be mutually agreed upon by the Joint Committee on Health Benefits.

A three-step appeal process will be available to enrollees and their doctors to appeal the dispensing limits.

An educational program developed by the Joint Committee on Health Benefits will be provided to explain the dispensing limits to enrollees.

#### 7. Step Therapy

Effective January 1, 2015, PEF may require that Step Therapy be used before Tier 2 and Tier 3 drugs will be covered under the plan based on the Standard Step Therapy Programs January 2014 (updated December 13, 2013) supplied by the third party administrator. Enrollees already using drugs on the Step Therapy targeted drug list on the effective date of the CBA will be grandfathered under this provision.

A three-step appeal process will be available to enrollees and their doctors to appeal Step Therapy determinations.

An educational program developed by the Joint Health Benefits Committee will be provided to explain the Step Therapy initiative to enrollees, which includes information to take to doctor visits.

#### K. Waiting Period

Effective January 1, 2001, new hires shall have a thirty (30) day waiting period before they are eligible for the benefits provided under this article. Joint Committee on Health Benefits

#### L. Joint Committee on Health Benefits

In recognition of the mutual interest and concern over increasing costs associated with health benefits to both PEF and USW, a Joint Committee on Health Benefits shall be established.

1. The Joint Committee on Health Benefits shall consist of an equal number of designees of the President of PEF and of the President of USW Local 9265.

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2. The Committee shall meet at least quarterly.
  3. The Committee shall review the utilization data provided by the PEF Healthcare Plan administrators, study and make recommendations about possible cost effective methods for providing existing or enhanced health benefits to bargaining unit members and/or retirees, and study and make recommendations concerning further development of the retiree health insurance benefit as provided in Article 22 of this Agreement.
  4. The Committee shall develop an educational program to be provided to PEF staff to inform members about the Step Therapy and Quantity Limit Programs. These educational programs shall be delivered prior to implementation of the Step Therapy and Quantity Limit Programs.
  5. The Committee is authorized to review and analyze dental utilization data, research new dental insurance options and meet and agree on improvements to PEF's dental coverage during this contract period.
  6. The Committee is authorized to research and analyze possible voluntary wellness programs and/or initiatives designed to encourage preventive health care and promote healthy lifestyle and behavior choices. The Committee shall have the authority to meet and agree on the implementation of voluntary wellness programs which may include the development of appropriate rewards and/or incentives for participation in such programs.
  7. The Committee is authorized to explore the possible utilization of a copayment waiver program for office visits and/or prescription drugs for treatment of chronic conditions. If the committee jointly determines that copayment waivers may remove disincentives to obtaining appropriate care and/or treatment compliance, the Committee may jointly agree to the implementation of an appropriate co-payment waiver program.
  8. The Committee is authorized to review and analyze the possible utilization of copayment waivers as an incentive for voluntary participation in a prescription drug step therapy program. If the committee jointly determines that implementation of such a program is administratively feasible and jointly beneficial, the Committee may meet and agree on the terms of participation and the implementation of an appropriate co-payment waiver program.

## **ARTICLE 18 — Additional Benefits**

### **A. Parking**

PEF shall provide parking facilities for each employee required to utilize his/her automobile in the performance of his/her duties. Parking facilities will be provided for all other employees as circumstances permit.

### **B. Building Facilities**

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PEF agrees to continue to provide facilities which meet the requirements of New York State laws, rules and regulations relating to the health and safety standards for employees by employers in New York State.

C. Attorneys' Bonuses

PEF staff attorneys shall be entitled to share on an equal basis 40% of all attorneys' fees recovered by the Office of General Counsel up to a maximum of \$7,500 per attorney in any fiscal year of PEF. Eligibility for attorneys' fees shall be conditioned upon being a PEF staff attorney at the time of receipt of the attorneys' fees. It is understood that attorney's fees shall be considered a bonus and shall not be considered a part of the attorneys' regular compensation. It is also understood that the potential for recovering attorneys' fees in a given case shall not be a factor to be considered in any aspect of the handling or final disposition of the case and shall not in any way affect the authority of the attorney of record (General Counsel) to make litigation judgments including the judgment to settle litigation without receiving attorneys' fees.

D. Term Life Insurance

PEF will provide straight term life insurance of two (2) times annual salary for all active unit employees up to age 70. The amount of life insurance will decrease to 60% of two (2) times salary on the first day of the month, which occurs on or the date an active employee attains age 70. If an employee is hired after attaining age 70, the amount of life insurance provided by PEF will be 60% of two (2) times annual salary. Employees shall be entitled to life insurance only after completing any form and/or medical examination required by the insurance carrier.

E. Long Term Disability Insurance

PEF will provide, at no cost to the employee, long term disability insurance for all active unit employees after one year of service, as described in Article 15 B (3) (b).

F. Regions 9, 10, 11 and 12 Staff Adjustment

All professional and administrative employees in the PEF Region 9, 10, 11 and 12 offices shall receive an adjustment annually to be paid with their regular paychecks as follows:

	<i>Regions 10, 11, and 12</i>	<i>Region 9</i>
7/1/11	\$3,700	\$1,850
7/1/12	\$3,700	\$1,850
7/1/13	\$3,700	\$1,850
7/1/14	\$3,774	\$1,887

G. Administrative Staff Bonus

Effective July 1, 2011, administrative employees hired on or before the preceding October 25 shall receive bonuses in the amount of \$600 on or before the first pay period in December of each year.

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## H. Vacation Buy-Back

All employees may cash in once during the PEF fiscal year (April 1 - March 31) up to ten (10) earned and accrued vacation days. Payment shall be made as soon as practicable upon the employee's request.

Additionally, all employees shall have the option to cash in once during the contract year (July 1 – June 30) up to 5 additional accrued and earned vacation days. The employee must retain a minimum of 70 hours of earned vacation credits after the cash out is complete. Payment for such earned and accrued vacation days up to the maximum of 5 days shall be made during the last pay period of the contract year.

Such requests should be made in writing to the President of PEF or his/her designee. Employees may receive the vacation buy-back either as a direct payment through a payroll check/direct deposit or a contribution to their 401k.

## I. 401k Plan

1. PEF shall continue the 401k plan established during the 1999-2003 agreement.

2. Effective with the beginning of the payroll period ending January 3, 2009 PEF shall make an annual contribution of 3% of the employee's annual salary to the employee's 401k plan. All contributions will be made on a bi-weekly basis. The intended purpose of this employer contribution is to assist the employee in paying for health insurance in retirement. The parties intend for the plan to be classified by the IRS as a "Safe Harbor Plan", requiring all employees to be automatically enrolled.

## J. Pre-Tax Accounts

PEF shall continue to provide pre-tax flexible spending accounts without administrative charge to participating employees through which participating employees may pay for work related dependent care expenses, out of pocket health care expenses and work related commuting expenses on a pre-tax basis as permitted under the Internal Revenue Code and applicable IRS regulations.

Any questions, issues or disputes arising out of the terms of this section J of this article shall be dealt with pursuant to Article 11 of this agreement and shall not be grievable.

## K. Health Insurance Opt-Out Program

1. Effective February 1, 2015, PEF agrees to provide an option for USW-represented employees to withdraw (opt-out) from the PEF Healthcare Plan and receive a cash payment each and every year in lieu of health insurance. The opt out payment will be prorated over the 26 payroll cycles and appear as a credit to the employee's wages for each bi-weekly payroll period. Employees who participate in the Opt-Out Program will begin receiving their payments as soon as practicable after the beginning of the Health Insurance Plan Year (currently February 1<sup>st</sup>). Employees who choose to opt out will receive the following annual payments:

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<u>Those previously enrolled for:</u>	<u>Will Receive:</u>
Individual Coverage	\$2,000
Two-Person Coverage	\$3,000
Family Coverage	\$4,000

2. Employees may elect to participate in the Health Insurance Opt-Out program at any time during the plan year, and will receive prorated payments as soon as practicable from that point forward for the remainder of the plan year.
3. An employee must have been enrolled in the PEF Healthcare Plan for a minimum of one year to be eligible to participate in the Health Insurance Opt-Out program. Employees must also submit proof of alternate insurance-coverage to the PEF President or his/her designee to be eligible to participate in the Opt-Out program.
4. Employees retain the right to opt back into the PEF Healthcare Plan at any time, at which time payments in lieu of health insurance will cease.
5. Employees who opt-out are deemed “enrolled” at the time of retirement to be eligible for retiree health insurance coverage.

## **ARTICLE 19 — Seniority**

- A. Seniority means an employee's length of continuous service in the bargaining unit since the employee's last date of hire, except as otherwise stated in this Agreement. Employees shall be placed in the Professional, Administrative or Legal (attorney) Service. Each service is defined as follows:
  1. Administrative Service - shall encompass employees in titles assigned to Categories 1 – 8,
  2. Professional Service shall encompass employees in titles assigned to Categories 9 – 14, and
  3. Legal Service shall encompass Attorneys in Category 15.
- B. If a unit employee who has been promoted to a non-unit position with PEF returns to his or her unit position within one year of the effective date of the non-unit appointment, that unit employee will be credited with all seniority accrued up to the effective date of the non-unit appointment.
- C. Where two or more employees are hired on the same date, seniority shall be computed on an alphabetical basis using the first (1st) letter of the last name.
- D. A seniority list shall be formulated for all employees by service, Professional, Administrative or Legal (Attorney), to be furnished to USW within thirty (30) days of the request. USW shall have thirty (30) days after the issuance of such list to question employees' seniority dates.

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E. USW shall receive written notification of new hires immediately upon hiring showing their seniority dates.

F. If for any reason a supervisor believes that PEF's operating needs will not allow two or more employees to schedule vacation at the same time, the most senior employee will have first choice of scheduled vacation time.

G. Reductions in Force

1. In the event that PEF determines that it is necessary to reduce the size of the work force, the procedure contained in this provision shall be utilized to determine how individual employees will be impacted.
2. There will be three geographic layoff units. The geographic area encompassing the PEF offices in PEF Regions 1 through 5 will be a separate layoff unit. The geographic area encompassing the PEF offices in PEF Regions 9, 10, 11 and 12 will be a separate layoff unit. The geographic area encompassing PEF Headquarters and the PEF offices in Regions 6, 7 and 8 will be a separate layoff unit.
3. PEF will identify the positions it intends to abolish. If there is more than one employee in the title of the position to be abolished in a work location, the least senior employee in the title at that work location will be the employee whose position is abolished.
4. If a vacancy exists in a service in which a position is to be abolished, employees whose positions have been abolished, and who meet the minimum qualifications for the vacant position, will be offered the opportunity to fill the vacancy. If more than one employee whose position has been abolished meets the minimum qualifications, PEF shall offer the vacancy to those employees in seniority order. The refusal to fill a vacancy will not impact on an employee's right to bump under this article. PEF's determination that an employee does or does not meet minimum qualifications for purposes of this subparagraph is not subject to Step 3 of the grievance procedure in Article 3 of this agreement.
5. Any temporary employee as defined by Article 25, or any probationary employee in that title in the geographic layoff unit must be laid off prior to any permanent employee in that title.
6. The employee whose position is to be abolished will first have the opportunity to bump less senior employees in the same title in the geographic layoff unit. PEF will notify the employee whose position has been abolished of those office locations within the layoff unit among which the employee has enough seniority to bump. The employee will have ten calendar days from receipt of this notification to respond.
7. PEF will also notify any employee who is bumped pursuant to paragraph 6 above of any opportunities that might be available within the layoff unit to bump less senior employees in the same title.



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8. Once it has been determined which employee in which title will be impacted by a layoff in a layoff unit, that employee will be offered the opportunity to bump the least senior employee in the title without regard to layoff unit.
  9. If the employee who will be impacted by layoff has no opportunity to bump the least senior employee in title in either the geographic layoff unit or statewide, that employee will also be given the option of bumping the least senior employee in the service holding a position for which the employee impacted by layoff meets the minimum qualifications. PEF's determination that an employee does or does not meet minimum qualifications for purposes of this sub-paragraph is not subject to Step 3 of the grievance procedure in Article 3 of this agreement.
  10. Any employee who has no bumping rights or declines to exercise any right he or she might have had to bump another employee will receive a minimum of four (4) weeks notice of the effective date of the layoff.
  11. An employee who exercises bumping rights within title will continue to be paid at the same salary level. An employee who bumps into another title will be paid at the same step of the category of the new title or their pre-layoff salary, whichever is less.
  12. An employee who is laid off pursuant to this Article will have his or her name placed on a recall roster for the length of his or her seniority or six years from the effective date of the layoff, whichever is shorter.
  13. Future vacancies within a title shall be offered, in seniority order, to those former employees on the recall roster who meet the minimum qualifications for the position. If no employee on the roster is eligible, or if all eligible employees decline, the position will be filled pursuant to Article 23 of this agreement. PEF's determination that an employee does or does not meet minimum qualifications for purposes of this sub-paragraph is not subject to Step 3 of the grievance procedure in Article 3 of this agreement.
  14. If a former employee on a recall roster declines an appointment to a position in his or her former title in the same location, that former employee's name will be removed from the roster.
  15. An employee who, as a result of an Article 19 reduction in force, bumps into a different title will be required to serve probation in the new title. An employee who bumps within title will not be required to serve probation.
  16. An employee who, as a result of an Article 19 reduction in force, bumps into a different title shall have his or her name placed on the recall roster for the title held prior to the bump. Employees who have bumped and remain PEF employees will not be eligible for appointment from the recall roster unless there are no willing or eligible former employees on the roster. Recall rights under this sub-paragraph will be for the length of the employee's seniority or six years from the effective date of the layoff, whichever is shorter. An employee who declines an offer to return to his or her former title in the same geographic layoff unit, within 90 miles of his/her former work location, will have his or her name removed from the recall roster.

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17. PEF will notify any employee working in a position PEF intends to reduce to less than full time, in writing, of that decision. The employee will have five (5) business days to advise the President of PEF or his or her designee whether the employee is willing to accept the reduction in hours and remain in the position. If the affected employee is unwilling to accept the reduction in hours, that employee shall exercise rights under this article as if the position had been abolished.

H. An employee shall lose his/her seniority if he/she:

1. resigns.
2. is discharged.
3. fails to report to work within thirty (30) calendar days after accepting appointment from a recall roster.
4. fails without reason acceptable to PEF to report to work at the end of his/her leave of absence.
5. is laid off for the length of his or her seniority or six (6) years, whichever is less.

## **ARTICLE 20 — Reimbursed Expenses**

A. PEF shall reimburse its employees for all reasonable receipted expenses while on official PEF business within thirty (30) calendar days of the date they are submitted. Any such expenses submitted more than four months after they are incurred may not be reimbursed.

Effective July 1, 2008, the maximum meal reimbursement rate shall be the maximum per diem meal and incidental expense reimbursement rate provided to Federal government employees in the county of the employee's work assignment for the day. The maximum lodging expense rate shall be the maximum per diem lodging reimbursement rate provided to Federal government employees plus all applicable taxes in the county of the employee's work assignment for the day. Amounts in excess of the above may be paid based on extenuating circumstances.

B. Requests for reimbursement of expenses may be submitted to PEF on either a paper expense voucher or an electronic document designed and provided by PEF. Beginning six (6) months after ratification all expense vouchers shall be submitted through the electronic system. Prior to mandatory implementation, training on use of the electronic system shall be provided to all staff.

C. Employees in Travel Status Outside of the Region that Contains the Office to Which the Employee is assigned:

1. Employee Meal Reimbursements - PEF agrees to reimburse employees for their personal reasonable receipted meal expenses (as set forth above) while in travel status, in the performance of their official duties, either outside New York State or in a region other than the region that contains the office to which the employee is regularly assigned.

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2. Breakfast will be reimbursed on the day of departure if the employee's workday (including travel time) begins before 7:30 AM. Dinner will be reimbursed on the day of return if the employee's work day (including travel time) ends after 7:00 PM. Lunch will be reimbursed on the day of departure and the day of return if the employee is in travel status out of region, or traveling to or from the out of region assignment during the normal lunch period. Effective July 1, 2008, breakfast, lunch and dinner reimbursement rates for this purpose shall be 20%, 30% and 50% respectively of the maximum meal and incidental expense reimbursement rate for the location in which the meal is consumed.
  3. PEF will reimburse an employee for the expense of meals incurred for members, witnesses and themselves during the course of an arbitration or other administrative hearing proceeding. Exceptions may be made for other meals, with prior approval, where there is a specific business related purpose for the meal. Such requests will not be unreasonably denied.
  4. Lodging – Effective July 1, 2008, PEF shall assure that employees will have a direct billing option for AAA three star rated lodging or its equivalent reasonably proximate to the location of the out-of-region work assignment. If PEF is unable to provide a hotel direct billing, the employee will be reimbursed for reasonable lodging expenses, even if in excess of the lodging reimbursement rate provided above. In addition, a travel advance will be made available upon request at the discretion of the Secretary-Treasurer or his/her designee with sufficient notice after the employee is made aware of the need to travel.
  5. Long Distance Public Transportation - Use of public transportation (buses, trains, and planes) for travel from one city to another to conduct PEF business, except as otherwise provided in this article, must have a business related rationale and/or an economic advantage to PEF. In all cases, a request to use public transportation must be approved by the Secretary-Treasurer or his/her designee. Such requests shall not be unreasonably denied.
    - a. Using the Train (Amtrak) for travel between New York City and Albany to conduct PEF business is a reasonable expense that must, except in an emergency, be booked through PEF Travel Corp.
    - b. Airline travel where one-way mileage is in excess of 250 miles or when an employee is scheduled for a one day business trip between Albany and Long Island is a reasonable expense. Airline tickets must be booked through PEF Travel Corp.
    - c. If PEF is unable to provide transportation arrangements a travel advance will be made available upon request at the discretion of the Secretary-Treasurer or his/her designee with sufficient notice after the employee is made aware of the need to travel.
  6. Local Public Transportation - Employees traveling in, to or from a region other than the region that contains the office to which the employee is regularly assigned will be reimbursed for reasonable receipted taxi, subway and bus fares.
- D. Employees in Travel Status within the Region that Contains the Office to Which the Employee is Assigned:

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1. Effective October 1, 2004, PEF will provide an expense allowance in the amount of \$50 per month to all Field Representatives. Thereafter the expense allowance shall increase as follows: \$53 beginning 7/1/08; \$54.60 beginning 7/1/09; and \$56.80 beginning 7/1/10. Effective July 1, 2014 the expense allowance will be increased to \$58.00. This allowance shall be in lieu of reimbursement for meals incurred in the conduct of PEF business in the region to which the Field Representative is regularly assigned and any cell phone charges (whether within or outside of their regional office assignment) incurred in the conduct of PEF business. The Field Representative does not need to provide any reports, vouchers or receipts regarding how this allowance is spent. The expense allowance shall be paid on the 15th of each month and in the same manner as the transportation allowance.
  2. PEF will reimburse employees, other than Field Representatives, for their own meals while in travel status, in the performance of their official duties, in the region to which they are regularly assigned, in the same manner as employees in travel status outside the region to which they are assigned as provided in Subsections (C)(1) and (C)(2) above.
  3. PEF will reimburse employees, other than Field Representatives for the expense of meals incurred for members, witnesses and themselves during the course of an arbitration or other administrative hearing proceeding. Exceptions may be made for other meals, with prior approval, where there is a specific business related purpose for the meal. Such requests will not be unreasonably denied.
  4. Local Public Transportation – PEF will reimburse employees who use local public transportation (exclusive of taxi cabs) for the cost of travel incurred while engaged in the performance of PEF business within the region that contains the office to which the employee is assigned.

#### E. Telephone Call Reimbursement

1. PEF will continue to issue calling cards to all appropriate staff for the express purpose of making business calls while out of the office. The expenses incurred on the calling card will be direct billed to PEF.
2. Cell Phone Call Expenses – Employees Other Than Field Representatives
  - a. PEF will reimburse an employee, other than Field Representatives, for reasonable receipted cell phone use in the conduct of official PEF business.
  - b. The business use of cell phones will be reimbursed provided that the employee's expense voucher includes: a copy of the monthly bill documenting the business call; the business nature of the call (i.e. the person called and purpose of the call) is included with the reimbursement request; and that the employee was in travel status on PEF business at the time.
  - c. The rate used to reimburse employees for cell phone calls will be the same per minute rate PEF is charged by the phone card vendor.

#### F. Reimbursement for Professional Associations:

PEF shall pay upon the submission of a proper voucher and receipts:

1. 100% of each attorney's membership in the AFL-CIO Lawyers Coordinating Committee;
2. 100% of each attorney's annual fee to the Office of Court Administration;
3. 100% of all bar association and bar committee memberships provided that each membership be subject to the annual discretionary approval of the General Counsel and, further, provided that PEF shall be obligated to pay no more than \$300 annually, per attorney, for such memberships; and
4. 100% of all court admission fees, provided that reimbursement for admission to any particular court shall be subject to the discretion of the General Counsel.
5. 100% of the membership fees in recognized organizations as related to the employee's job. Such membership fees and related expenses shall not total more than \$150 annually for each employee.

## **ARTICLE 21 — Transportation**

- A. PEF will continue to provide on the 15th of each month a monthly transportation allowance to employees in the following titles: Field Representative, Training Specialist, Health and Safety Trainer II, Reporter/Editor, Organizer, and Organizer (Nurse).

The monthly transportation allowance shall be:

Effective 7/1/10	\$519 (Regions 1-9)
	\$548 (Regions 10-12)
Effective 7/1/14	\$530 (Regions 1-9)
	\$559 (Regions 10-12)

The transportation allowance will be prorated for new employees for their first month of employment, and for the last month of employment for eligible employees leaving PEF service. The transportation allowance will be prorated for all employees when their leave status extends beyond eight weeks.

- B. Employees assigned to PEF's Regions 10 and 11 who receive a transportation allowance and are subject to federal tax on the cost of parking provided by PEF at their regular office shall receive an additional \$50 per month added to their transportation allowance. Effective July 1, 2008 that supplement added to the transportation allowance for the federal tax on the cost of parking will increase to \$75 per month.
- C. All employees who receive a transportation allowance shall receive reimbursement for automobile business mileage at 30% of the IRS rate (rounded to the nearest quarter cent).
1. Business mileage for purposes of this paragraph shall not include travel between the employee's home and the PEF office to which the employee is regularly assigned;

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- a. however, an employee who receives a travel allowance and who is required to travel from home by car to a work site (other than the office to which the employee is regularly assigned) more than 100 miles from his or her home, or
  - b. who is required to travel by car from home to a PEF Regional office other than the office to which the employee is regularly assigned, will be reimbursed for actual miles traveled from home.
2. PEF will reimburse as business mileage any travel between the employee's assigned office location and any other work location or between work locations.
  3. If the employee leaves from home, PEF will reimburse as business mileage any travel between the employee's home and a work site, or between the employee's assigned office location and the work site, whichever is less.
  4. Employees who use an automobile to travel on PEF business shall complete and submit an expense voucher, which will include a mileage log form prepared by PEF, within the time frames established by Article 20 of this agreement.
  5. Effective 90 days from the date of ratification, all staff that receive a monthly travel allowance shall be required to submit to their immediate supervisor as soon as reasonably possible at the conclusion of the payroll period, on a form agreed to by USW and PEF, a report detailing all business travel incurred for PEF, which shall include:
    - a. All automobile miles traveled on official PEF business.
    - b. The business purpose for which all mileage was incurred, including the date of travel, where travel originated from and the destination.
- D. PEF shall pay the full cost of annual membership (equal to the cost of the AAA Plus plan) to any recognized automobile service organization for any employee who receives the transportation allowance. PEF shall provide the same benefit for any PEF-owned or leased vehicles used by unit employees.

E. Vehicles

1. PEF shall provide a medium size auto, no more than four (4) years old or with no more than 75,000 miles for the use of PEF attorneys for PEF business. Attorneys shall use said vehicle for all PEF business when available. Minimum equipment shall include automatic transmission, air conditioning, AM/FM radio, cruise control and an airbag and additional equipment shall include anti-lock brakes, traction control, a global positioning system (GPS) and snow tires (as seasonally appropriate). Two such autos shall be made available when there are eight (8) or more unit attorneys in PEF's Legal Department.
2. The Membership Benefits Program shall provide a medium size sports utility vehicle no more than four (4) years old or with no more than 75,000 miles for the use of Membership Benefits Program staff for PEF business. Minimum equipment shall include automatic transmission, air conditioning, AM/FM radio, cruise control, and an airbag and additional equipment shall include anti-lock brakes, traction control, a global positioning system (GPS) and snow tires (as seasonally appropriate).

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- F. If the PEF automobile is unavailable, PEF shall furnish a single rental vehicle with the same minimum equipment but not necessarily the additional equipment as provided in Article 21 E. Such a rental vehicle will be provided only in instances when a unit attorney is required to travel 100 miles or greater round trip. If the PEF automobile is unavailable, or if a staff attorney prefers not to use a rental, staff attorneys shall use their own automobile for PEF business and shall be reimbursed pursuant to Article 21 H.
  - G. If the Membership Benefits Program vehicle is unavailable, Membership Benefits shall furnish a single rental vehicle with the same minimum equipment but not necessarily the additional equipment as provided in Article 21 E. Such a rental vehicle will be provided only in instances when a MBP staff person is required to travel 100 miles or greater round trip. If the MBP vehicle is unavailable, and the MBP staff prefers not to use a rental, MBP staff shall use their own automobile for MBP business and shall be reimbursed pursuant to Article 21 H.
  - H. Other employees in the bargaining unit who agree to use their car shall receive the maximum IRS rate when using their car for PEF business.

## **ARTICLE 22 – Pensions/Retiree Health Insurance**

- A. For all employees covered by this Agreement, PEF shall fund the complete cost of contributions required under the Service Employees International Union’s Affiliates Officers and Employees Pension Plan for the life of this Agreement.
- B. Health Insurance in Retirement
  1. PEF and USW recognize that providing comprehensive health insurance coverage to PEF retirees is a complex issue involving long term and short term concerns regarding the financing of this benefit. To begin to provide retiree health insurance throughout retirement, while taking these financial concerns into consideration, the parties have agreed to implement the benefit package provided below. It is understood that the parties will continue to explore options for further development of this benefit, both during and after the life of this Agreement, through the Joint Committee on Health Benefits created in Article 17 of this Agreement, subject to negotiation and ratification of any benefit changes.
  2. Effective January 1, 2005, employees who retire from PEF shall have the right to retain health insurance coverage in the PEF Healthcare Plan after retirement, provided that they meet the SEIU pension fund eligibility requirements for retirement and satisfy any other conditions set forth in this Article.
  3. Such health insurance coverage shall continue at the same level of benefits as is available to active employees, subject to the same co-payments, annual deductibles and out of pocket expenses as provided in Article 17 of this Agreement. For Medicare-eligible participants the Plan shall pay secondary to Medicare in accordance with the carve out method.

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4. Retiree health insurance coverage options will be the same as is available under COBRA (individual, two person, family and Medicare enrolled coverage) and the premium will be the same as the COBRA premium using the methodology utilized by the third party administrator for the entire pool.
  5. The premiums for the coverage option chosen by the retiree will be fully paid by the retiree except to the extent that all or a portion of such premium is offset/reimbursed by utilization of converted sick leave and/or participation in the Retiree Premium Fund as described below.
  6. PEF will contribute to retiree premiums by converting all unused sick leave accumulated by the employee to a cash balance for such premiums based on the employee's salary at retirement.
    - a. This cash balance of converted sick leave may be utilized to offset the retiree's premium on a 100%, 75%, 50% or 25% basis at the retiree's option, until the cash balance is exhausted (the retiree remaining responsible for the rest of the premium). After the cash balance of converted sick leave is exhausted, the retiree shall be responsible for the full retiree premium.
    - b. Alternatively, at the retiree's option, the cash balance of converted sick leave may be converted to a sick leave credit based on an actuarial schedule agreed to by the parties. Retirees utilizing this method will have a single or dual annuitant option. Retirees selecting the single annuitant option will receive 100% of the sick leave credit on a monthly basis to offset the retiree's premium during his/her own lifetime. Retirees selecting the dual annuitant option will receive 70% of the sick leave credit on a monthly basis to offset the retiree's premium during his/her own lifetime and the remaining lifetime of a surviving spouse or domestic partner.
  7. Effective on January 1, 2005, employees shall have the option of making an employee contribution to their 401k plan through the cash out of up to ten (10) days of sick leave per calendar year to generate additional savings for health insurance in retirement. An employee must retain a minimum balance of 280 hours of sick leave after the cash out of the sick leave.

Effective on July 1, 2008, employees shall have the option of making additional employee contributions to their 401k plan through the cash out, not more than twice per calendar year, and totaling no more than twenty (20) days of sick leave per calendar year to generate additional savings for health insurance in retirement. An employee must retain a minimum balance of 280 hours of sick leave after the cash out of the sick leave.

The Joint Committee on Health Benefits is authorized to discuss changes to the maximum sick leave cash outs within IRS limits.

8. Effective on July 1, 2004 through June 30, 2009 PEF will contribute a defined contribution of 1.53% of the gross salary of the entire USW bargaining unit into a Retiree Premium Fund. Effective on July 1, 2009 through June 30, 2011, PEF will contribute a defined contribution of .765% of the gross salary of the entire USW bargaining unit into a Retiree Premium Fund. The Retiree Premium Fund will be used to offset/reimburse a



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portion of the out-of-pocket premium costs of retirees participating in the Fund on a monthly basis.

PEF's contributions to this fund shall cease as of the payroll period closest to June 30, 2011.

9. The partial premium offset from the Retiree Premium Fund will be computed by determining the lesser of:
  - a. 25% of the retiree's premium expenses; or
  - b. The retiree's pro rata percentage share of all premium expense offsets requested for a given month capped by 1/12 of the funds available in the Retiree Premium Fund for the year plus any rollover from prior months during the applicable year.

No retiree (or a deceased retiree's un-remarried spouse, domestic partner or otherwise eligible dependent children) shall receive more than 25% of the applicable retiree's premium per year or a total of \$100,000 per retiree lifetime as an offset/reimbursement from the Fund.

Any unused amounts remaining in the Fund after payment of all requested premium expense offsets/reimbursements shall be rolled over from month to month and from year to year.

10. The un-remarried spouse, domestic partner and otherwise eligible dependent children of a deceased retiree (such retiree having retired after January 1, 2005) shall be permitted to continue coverage in the PEF Healthcare Plan with the payment of the appropriate retiree premium, while continuing to utilize any unused sick leave credit or cash balance available upon the death of the retiree and remain eligible for the offset/reimbursement of a portion of the out-of-pocket premium cost up to the \$100,000 retiree's lifetime maximum from the Retiree Premium Fund.
11. A retiree shall be entitled to defer or suspend participation in the PEF Healthcare Plan at any time if the retiree provides proof of coverage under another Health Insurance Plan. A retiree who elects to utilize other coverage shall be allowed the opportunity to defer or return to the PEF provided coverage following ninety (90) days notice to PEF.
12. A retiree shall be responsible for applying for and paying premiums for Medicare Part B coverage upon reaching Medicare eligibility.

PEF will contract with an actuary to determine the out of pocket costs and impact on PEF's financial statements and credit rating, as well as other relevant financial considerations of implementing a Medicare Part B offset/reimbursement program for the usual (base) cost of "original" Medicare Part B monthly premiums. Notwithstanding the language in paragraph 8 above, if it is apparent to PEF that the implementation of the Medicare Part B offset/reimbursement program is feasible, the parties may discuss substitution of PEF's contributions to the Retiree Premium Fund with the implementation of a Medicare Part B offset and if mutually agreed may implement such change pursuant to Article 22 (B) (1) above.

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13. PEF will supply each retiree with a benefits manual showing the coverage as negotiated by PEF and USW.

## **ARTICLE 23 — Vacancies, Transfers and Orientation**

### A. Notification of Vacancies

1. Notification of all vacancies, except temporary vacancies of less than two (2) months, shall be made to unit members.
2. Notification to unit members shall precede notification to other persons, agencies or associations by two business days.
3. Unit members shall have ten (10) days to make applications for such vacancies.
4. All notifications shall contain a description of the positions to be filled together with an explanation of the qualifications required.
5. Notification of such vacancies shall be made to each PEF office facility.

### B. Involuntary Transfers

No staff member shall be involuntarily relocated during the life of this Agreement.

### C. Voluntary Transfers

In the event that an employee voluntarily transfers and a change of geographic location is necessitated, the President of PEF or his/her designee may, in his/her discretion, accord to such employee, for four (4) weeks, the actual expenses or meals, lodging and moving expenses. Such expenses shall not exceed \$1,000 total.

### D. Promotion to a Non-Unit Position

When a unit employee is promoted to a non-unit position with PEF, that employee will have the right, for one year from the effective date of the non-unit appointment, to return to his or her unit position with all the rights and benefits of unit membership except as provided in Article 19(B) of this agreement.

### E. Probationary Leave

Any unit employee who accepts another unit position and is required to serve a probationary period shall be placed on a leave from his or her former position for the duration of the probationary period pursuant to Article 5. If the employee fails to satisfactorily complete the probation, he or she shall return to the position held immediately prior to the leave at the same work location and salary level. In addition, should the employee decide, during probation, not to continue in the new position, that employee shall return to his or her former position.

### F. Contingent Permanent Positions

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1. Contingent Permanent positions are defined as positions filled due to a hold by another USW represented staff person promoted to a non-unit position as provided under Article 23 (D) or promoted to another unit position and serving a probationary leave as provided under Article 23 (E).
  2. If PEF decides to fill a contingent permanent position as defined above, PEF shall post that position pursuant to Article 23(A). The posting shall include the following information:
    - a. That the position is contingent permanent, and the reason it is contingent permanent;
    - b. The maximum duration of the hold on the position by the permanent incumbent;
    - c. That should the incumbent choose to return to the position or fail probation the employment in the position of the individual filling the contingent permanent position during that leave will terminate.
  3. An individual filling a contingent permanent position shall have all the rights and benefits of the PEF/USW agreement as a new permanent hire and shall serve a probation in accordance with Article 5 of this agreement.
  4. If the a contingent permanent position is filled by a current unit employee, and PEF determines to terminate the current unit employee from the contingent permanent position or the unit employee chooses not to continue in the contingent permanent position, the employee will return to his or her former unit position.
  5. If an employee is in a contingent permanent position and the maximum duration of the contingent permanent position is longer than the probationary period, and PEF determines to terminate the employee incumbent in the non- unit position, or the employee incumbent promoted to the non-unit position chooses to return to the unit position before the expiration of his/her leave, the employee in the contingent permanent position will return to the position held immediately prior to the appointment to the contingent permanent position or if not a current unit employee, terminate their employment with PEF.
  6. The employee in the contingent permanent position will be awarded permanent status upon:
    - a. completion of his/her probation in the contingent permanent position, and
    - b. the completion of probation and the exhaustion of the hold by the incumbent on the position, or
    - c. if the incumbent of the position leaves PEF's employment before completing probation or the hold is exhausted.

#### G. Temporary Positions Due to Long-Term Leave

1. Long-term leave is leave granted under Article 15 (A), (B), (E), (F), (G), (H), or (I), or Article 34 (A) (2) with a duration of more than four months.

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2. If PEF decides to fill a temporary vacancy as defined above, PEF shall post that position pursuant to Article 23(A). The posting shall include the following information:
    - a. That the position is temporary, and the reason it is temporary; and that it is to cover for an employee who has been granted a long-term leave;
    - b. The maximum duration of the temporary position;
    - c. That at the expiration of the long-term leave the employment of the individual filling in during that leave will also expire.
  3. Any individual filling a temporary position who is not a current unit employee shall have all the rights and benefits of the PEF/USW agreement except Article 5, Article 6 and Article 19. In the event that PEF determines to terminate the employment of the temporary employee, other than at the expiration of the temporary position, the employee shall receive two (2) weeks notice or, alternatively two (2) weeks severance pay.
  4. An individual filling a temporary position who was not a unit member prior to filling the temporary position, who is ultimately hired as a permanent employee in that position, may, at the discretion of the President of PEF or his/her designee with the recommendation of the supervisor, be credited for some or all of the time served in the temporary position towards their probationary period.
  5. Any individual filling a temporary position who is a current unit employee shall have all the rights and benefits of the PEF/USW agreement including the accrual of seniority pursuant to Article 19 G for purposes of layoff, but has no due process rights under Article 6 of this agreement related to the temporary position. In the event that PEF determines to terminate the temporary employment of an employee with a hold on a permanent position, other than at the expiration of the temporary position, the employee shall receive two (2) weeks notice.
  6. If the temporary position is filled by a current unit employee, and PEF determines to terminate the current unit employee from the temporary position or the unit employee chooses not to continue in the temporary position, the employee will return to his or her former unit position under the same terms as an employee returning at the expiration of the temporary position.
  7. If a temporary position is filled by a unit employee, and PEF determines to terminate the employee from the temporary position, or upon the expiration of the temporary vacancy, that employee will return to the position held immediately prior to the leave, or to a substantially equivalent position at the same work location and at the same salary level.
  8. In the event of a layoff in the service in which a temporary position exists, an employee filling the temporary position would revert to his or her former position and salary level. If that employee has no such former position, he or she will be laid off before any employee who holds a permanent position in the same service. Any temporary employee, as defined by Article 25 (C), in the service will be laid off prior to any employee filling a temporary position under this article.

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9. In the event of a layoff in the service in which there is more than one employee filling a temporary position, the least senior employee filling such a temporary position would be laid off first. Seniority for purposes of this paragraph is defined as the length of continuous PEF employment in the bargaining unit since the employee's last date of hire.
  10. No temporary employee may be hired while a permanent employee in the same service remains on layoff except that the permanent employee on layoff may be recalled to fill the temporary position without otherwise affecting his or her rights under Article 19.

#### H. Career Mobility For Administrative Staff

1. In recognition of the value of staff development and of promoting qualified candidates from within PEF, both PEF and USW agree to establish a Joint Committee on Career Mobility for Administrative Staff.
2. The Committee shall consist of equal numbers of designees of the President of PEF and the President of USW Local 9265.
3. The Committee shall meet at mutually convenient times and dates, but not less than quarterly.
4. The Committee shall study and make recommendations concerning advancement opportunities for administrative employees and the means for reducing the impediments for such advancement.

### **ARTICLE 24 — Review of File**

- A. An employee shall have the right to review the contents of his/her personnel file upon twenty-four (24) hours notice to the Personnel Department. The personnel file shall be forwarded to the employee's immediate supervisor or his/her designee at the employee's work location within ten (10) working days after receipt of the employee's request. All items relating to the employee's initial employment with PEF may be kept in a separate confidential file. A representative of USW may be present during the review at the request of the employee.
- B. No derogatory material relating to job performance may be placed in the employee's file unless the employee has seen it, has had the opportunity to sign it, and the opportunity to attach a statement to it. It is understood that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents. At the written request of an employee, any and all derogatory material that is at least three (3) years old shall be removed from the employee's file.

### **ARTICLE 25 — Unit Work**

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- A. No unit employee shall be assigned to perform the duties of any position other than the position such employee was hired or promoted to fill, except on a short-term, emergency basis. A short-term emergency shall be defined, for this paragraph, as an unscheduled situation or circumstance which shall not exceed three (3) business days. A unit employee assigned on such a short-term, emergency basis to perform the duties of another position shall be paid, on a daily basis, the salary of such position or the unit employee's regular salary, whichever is greater.
- B. Within three (3) months of the signing of this Agreement, PEF shall provide a list of job duties for each unit position to each unit employee holding that position, and PEF shall simultaneously provide such list to USW. If PEF creates a new unit position, a list of job duties for that position will be provided to USW ten (10) days prior to posting. A list of job duties for that position will be provided to the unit employee hired or promoted to fill that position, within one (1) month after such unit employee is hired or promoted.
- C. No unit work shall be done by non-unit employees or temporary personnel except on a short-term basis. Such a short-term period shall not last more than two (2) months. This provision shall not apply to retained counsel or personnel historically used for supplementing unit work. Such use of personnel supplementing unit work shall not affect the salaries, job securities, unit positions, or any other benefits enjoyed by any unit member(s). A short-term period, as defined in this paragraph, may be extended for two (2) additional months upon request by PEF, which shall not be unreasonably denied by USW. USW shall be notified by PEF in advance, whenever possible, or within 48 hours after any short-term assignment of unit work. Any person performing unit work on a short-term basis shall be required to become a member of USW, pursuant to the procedures contained in Article 2, within two (2) months, unless USW has agreed to extend the short-term assignment for an additional two (2) months, in which case such person shall be required to become a member of USW by the end of that extension.

## **ARTICLE 26 — PEF/USW Traineeship Program**

- A. Effective upon ratification of this Agreement, PEF will make available a Traineeship Program to unit members.
1. When a vacancy occurs in the unit, it shall be announced by PEF through an internal posting in accordance with the current Agreement on posting. Each unit member shall have the opportunity to apply to the President of PEF or his/her designee for an apprenticeship and/or continued education for a six (6) month provisional status.
  2. The Traineeship Program will be for a six (6) month consecutive period. During the first three (3) months of trial service, the employee shall be compensated at his/her current salary. If the employee's job performance is found satisfactory, the apprenticeship shall continue for an additional three (3) months and compensation shall be at the hiring rate of the position or the current rate of pay, whichever is higher.
  3. The person selected as Trainee shall be placed on leave from his/her permanent position with PEF for a six (6) month period until completion of the provisional status. If the

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provisional status is made permanent, the appointment date shall be the original date of appointment.

4. The Trainee shall be evaluated for job performance by his/her immediate supervisor at the end of the three (3) months following the date of original appointment.
5. Following the provisional six (6) month status, the immediate supervisor shall recommend one of the following: termination of provisional appointment, extension of Traineeship or permanent appointment.
6. The Trainee will continue to be covered by all terms and conditions of the contract between USW and PEF including any successor agreement, subject to the following modifications and special provisions:
  - a. The Trainee will be reimbursed for use of his/her personal automobile at the federal mileage rate for mileage accrued while on PEF business in accordance with Article 21, Section H.
  - b. The Trainee will be subject to the workday/workweek provisions contained in Article 8.
  - c. The Trainee will be reimbursed for reasonable expenses incurred while on PEF business pursuant to Article 20.
7. PEF will replace the Trainee in his/her permanent position with a temporary employee for the duration of the Traineeship Program.
8. During the period of the program the Trainee shall continue to accrue seniority credits. If at any time during the program, the Trainee desires to return to his/her permanent position, PEF will end this apprenticeship and allow him/her to return to his/her permanent position.
9. If permanent status occurs, seniority credits shall begin accruing at the original date of the provisional appointment.

## **ARTICLE 27 — Successorship Clause**

In the event that PEF merges or consolidates with another entity of a similar nature, it shall require as a condition of such merger or consolidation that any successor/employer honor and abide by the terms and conditions of this collective bargaining agreement.

At the option of USW the collective bargaining agreement may be reopened with a successor for progressive aspects only.

## **ARTICLE 28 — Secondary Contract**

Any individual arrangement, contract, or agreement between PEF and any employee covered by this Agreement heretofore executed shall be interpreted in a manner consistent with the terms

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and conditions of this Agreement. Any future contract or understanding entered into between PEF and any such employee shall likewise be consistent with and subject to the terms of this Agreement.

### **ARTICLE 29 — Publications**

Copies of this Agreement shall be printed at the expense of PEF by PEF or a union printer within one (1) month after the Agreement is signed and presented to all employees presently in the bargaining unit or thereafter employed.

### **ARTICLE 30 — Affirmative Action**

- A. PEF agrees that it will fully comply with the law with respect to the personal and organizational rights of its employees.
- B. PEF shall not discriminate against any employee due to race, color, gender, age, religion, disability, handicap, national origin, marital status or sexual preference.

### **ARTICLE 31 — Compensation**

A. Categories:

- 1. Communications Technician Trainee (2 years), Switchboard Operator/Receptionist,
- 2. Account Clerk, Retirees Account Clerk Typist, Service Associate
- 3. Secretary I, Information Systems Coordinator, Marketing Associate, Division Information Account Clerk, Benefits Services Representatives
- 4. Secretary II, Communications Technician
- 5. Secretary/Typesetter, Jr. Research Assistant/ Intake Coordinator, Retirees' Assistant, Division's Information Assistant, Education Assistant/ Intake Coordinator, Bookkeeper (Membership Benefits), Health and Safety Assistant, Bookkeeper/Secretary (Membership Benefits), Legal Secretary, Assistant to the Administrator of Membership Benefits, Marketing Assistant, Operations Assistant, Labor/Management Assistant, Inventory Assistant, Senior Benefits Services Representatives
- 6. Legislative Assistant, Contract Administration Assistant
- 7. (Reserved for possible future use.)
- 8. Jr. Graphic Artist, Jr. Graphic Artist (Membership Benefits)



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9. Health and Safety Trainer I
  10. Information Systems Technician, Advertising Account Executive, Grants Coordinator/Health & Safety Associate, Reporter/Writer
  11. Research Assistant, Computer Programmer/Analyst
  12. Research Associate, Reporter/Editor, Health Program Analyst, Health & Safety Specialist, Contract Administrator, Budget Analyst, Organizer, Organizer (Nurse), Training Specialist, Policy/Fiscal Analyst, Graphic Artist, Health Benefits Specialist, Health and Safety Trainer II, Field Representative
  13. Senior Programmer Analyst
  14. (Reserved for possible future use.)
  15. Attorneys

B. Salary and Salary Schedules

1. Effective July 1, 2011 the salary schedule for employees in all job categories shall be increased by one-half of one percent (.5%).
2. Effective July 1, 2012 the salary schedule for employees in all job categories shall be increased by one-half of one percent (.5%).
3. Effective July 1, 2013 the salary schedule for employees in all job categories shall be increased by one percent (1%).
4. Effective July 1, 2014 the salary schedule for employees in all job categories shall be increased by two percent (2%). Additionally, effective July 1, 2014, Field Representatives shall be moved to Category 12. Field Representative will remain at the same salary step placement in their new category (e.g. Category 11 Step 3 to Category 12 Step 3).
5. As soon as practicable after the ratification of this agreement by the PEF Executive Board and the USW membership, PEF will pay to each employee in the Administrative Service as of the date of ratification an appreciation bonus of \$500, which will not be added to base salary.
6. Salary Schedule by Job Categories is Appendix A of the agreement.

- C. On July 1, 1989 and for each successive year, all permanent personnel will advance to their next step on the salary schedule for their job category until they reach the job rate, Step 5 for all categories except category 15. Effective July 1, 2009 for each successive year the job rate for category 15 (Attorney) is Step 7.

D. Salary Determination on Promotion

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1. If a unit member is promoted from one unit position to another unit position and the promotion results in a one job category change, then the employee will remain at the salary step placement of their previous unit position in the salary category of the new position (e.g. Category 1 Step 3 to Category 2 Step 3).
  2. If a unit member is promoted from one unit position to another unit position that results in a promotion of two or more job categories the employee will be placed at either the salary step of the new position closest to providing a minimum increase in salary equal to the employee's last held step and the next higher step in the employees last held position or the hiring rate for the new position, whichever is higher.
  3. At PEF's discretion the salary to be paid on promotion, as defined above, can be exceeded, based upon the promoted employee's job related experience or educational experience, by adding step increments thereto based on such experience.
  4. Employees promoted into the hiring rate will advance to Step 1 of the salary schedule for their job category effective on the satisfactory completion of probation. Employees will advance to Step 2 of the salary schedule for their job category effective the July 1st following the completion of a minimum of six (6) months at Step 1 of the salary schedule for their job category.
  5. PEF retains the right to advance employees to Step 2 prior to the completion of service at the Step 1 rate.
  6. Employees promoted above hiring rate will advance to the next Step on the salary schedule for their job category effective the July 1st following the satisfactory completion of probation and completion of a minimum of six (6) months at the Step placement they received on promotion.
  7. PEF retains the right to advance employees to the next Step prior to the completion of service at the Step placement they received on promotion.
- E. Those employees at the job rate for their job category will advance to the new job rate for successive contract years.

F. Longevity Step Advances

1. Unit employees in all categories except Category 15 will be moved to Step 6 (Longevity Step 1, equal to step difference) after completing a minimum of one year at the job rate of their position and at the commencement of 8 years of permanent PEF service.
2. Unit employees in all categories except Category 15 will be moved to Step 7 (Longevity Step 2, equal to step difference) after completing a minimum of one year at the Step 6 (Longevity Step 1) rate of their position and at the commencement of 12 years of permanent PEF service.
3. Unit employees in all categories except Category 15 will be moved to Step 8 (Longevity Step 3, equal to step difference) after completing a minimum of one year at the Step 7 (Longevity Step 2) rate and at the commencement of 16 years of permanent PEF service.

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4. Effective July 1, 2009, unit employees in all categories except Category 15 will be moved to Step 9 (Longevity Step 4, equal to step difference) after completing a minimum of one year at the Step 8 (Longevity Step 3) rate and at the commencement of 20 years of permanent PEF service.

## G. New Entrants and Promotions

### 1. New Hires

- a. New entrants will be placed on a salary step described in Appendix A of this Agreement. Starting salary of new entrants (i.e. unit members hired subsequent to the signing of this Agreement) shall be at no more than the third step of the salary scale in effect at that time. However, that maximum can be exceeded, based upon the new entrant's years of experience, by adding step increments thereto based on such experience.
- b. Employees will advance to the next step of the salary schedule for their job category effective on the satisfactory completion of probation.

Following the completion of a minimum of six (6) months at that step, employees will then advance to the next step of the salary schedule for their job category effective July 1st.

- c. Attorneys who satisfactorily complete probation after 18 months shall be entitled to be advanced to the next step of the salary schedule and paid retroactive to 12 months of service.
  - d. PEF retains the right to advance employees to the next Step prior to the completion of service at the Step placement they received when they were hired.
2. Temporary employees hired at the hiring rate will advance to Step 1 of the salary schedule for their job category effective as follows:
    - a. Temporary Administrative staff, who are new hires, after six (6) months service. Employees will advance to Step 2 of the salary schedule for their job category effective the July 1st following the completion of a minimum of six (6) months at Step 1 of the salary schedule for their job category.
    - b. Temporary Professional staff and Attorneys, who are new hires, after twelve (12) months service. Employees will advance to Step 2 of the salary schedule for their job category effective the July 1st following the completion of a minimum of six (6) months at Step 1 of the salary schedule for their job category.
    - c. Salary placement for temporary promotions of staff into Temporary Administrative or Professional staff positions shall be governed by paragraph (D) of this article. Employees will advance to the next step on the July 1 following the promotion upon completion of a minimum of six (6) months at the promotion step.

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d. PEF retains the right to advance employees to the next Step prior to the completion of service requirement at the Step placement they received on promotion.

3. In category 15, unadmitted attorneys may be placed at a rate \$2000 less than the hiring rate. Upon admission they will advance to the hiring rate. Attorneys admitted in other jurisdictions may be placed on a higher step as provided in Section J (1) of this Article.

H. After three (3) years of continuous employment with PEF, each attorney shall receive a \$2,000 incremental increase to his/her base salary. This increase shall take effect on the attorney's anniversary date.

After five (5) years of continuous employment with PEF, each attorney shall receive a \$2,000 incremental increase to his/her base salary. This increase shall take effect on the attorney's anniversary date.

Effective July 1, 2009 the new Step 7 Job Rate will be increased by \$2,500.

Attorneys shall receive an additional longevity increment of \$3,500 per annum after eight (8) years of service.

Attorneys shall receive an additional longevity increment of \$3,500 per annum after twelve (12) years of service.

Effective July 1, 2014, attorneys shall receive an additional longevity increment of \$3,500 per annum after sixteen (16) years of service.

### **ARTICLE 32 — Dependent Care**

A. Effective upon ratification, PEF shall allocate \$8,300 per calendar quarter for dependent care benefits.

B. Employees shall make dependent care claims within thirty (30) days of the quarter's end. Dependent care claims eligible for reimbursement will be those claims recognizable under existing Federal law for a tax exemption. An employee shall be reimbursed for the lesser of (1) the actual amount of his/her claim or (2) his/her pro rata share of all claims made during the quarter times the amount of the quarterly allocation.

C. With prior notification, reimbursement shall be made to compensate administrative staff for reasonable and necessary childcare expenses when overnight travel is required by PEF. Payment shall be upon completion of the appropriate voucher.

### **ARTICLE 33 — Health and Safety**

A. PEF and USW agree to continue the Joint Health and Safety Committee established by the parties to review and make recommendations concerning employee health and safety. The joint committee shall study and review matters of mutual concern in the area of health and safety; shall serve as a forum in which USW can advise PEF of potential health or safety

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

- B. The joint committee shall consist of three USW designees and three PEF designees.
- C. The joint committee shall meet at least quarterly.
- D. The joint committee shall, subject to the agreement of the committee and the availability of funds from PEF, undertake initiatives in the general areas of education, study and research. Specific activities may include, but are not limited to the following:
  - 1. Development and implementation of programs to enhance the knowledge and skills of PEF employees in the identification and correction of health and safety problems.
  - 2. Development and implementation of programs to provide PEF employees with current information about health and safety issues including, but not limited to, indoor air quality, video display terminals, infectious diseases, ergonomics, smoking and right to know education.
  - 3. Annual review of the PEF Smoking Policy in order to make recommendations to the President of PEF or his/her designee concerning proposed changes.
  - 4. Subject to the agreement of the committee, develop a policy concerning video display terminals which may include, but not be limited to, illumination and glare and reflection control, workstation and office design, maintenance of equipment, work routine interruptions, job design and the purchase and use of new video display terminals and associated equipment.
- E. Grievances alleging the existence of any safety violation, or otherwise arising from a health and safety condition or dispute shall be subject to review through the grievance procedure established in Article 3 of the PEF/USW agreement, but shall not be arbitrable at Step 3

### **ARTICLE 34 — Education and Training Opportunities and Benefits**

- A. In recognition of the value of professional development to both PEF and the PEF's employees, PEF and USW will meet and confer to review the needs for staff development and training programs to improve job performance and to assist employees in developing their full potential. A subcommittee of Labor Management may be established by mutual consent. PEF recognizes the importance of properly training and preparing employees to carry out the functions of their work. None of the funding contained in this article is intended to be the primary source of training provided to employees in order to prepare them to perform their job duties.
  - 1. Staff Development and Training For All Staff, Except CLE programs for Attorneys
    - a. PEF shall meet and confer with USW with regard to training that each new employee and each promoted employee in the unit may require to perform their job duties, the

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need for continuing education and training for staff, the implementation and/or the revision of orientation programs.

(i) Staff Development Training: Effective 4/1/2008, PEF shall include funding in the PEF Budget in the amount of \$10,000 annually for staff development. Funding provided in this paragraph shall be used for supplemental training, including but not limited to:

- driver safety training,
- health and safety training,
- ergonomic training,
- computer hardware and computer software training,
- training on other equipment required to be used in the performance of their job duties, and
- other training that may be deemed necessary to meet the needs of the individual contributors.

(ii) Additional Training: Effective 4/1/2008, PEF shall include funding in the PEF Budget in the amount of \$10,000 annually for staff development. Funding provided in this paragraph shall be used to pre-pay or reimburse employees for their attendance in a training program, non-credit course, seminar, workshop or conference that benefits PEF and the employee.

- The employee must request to attend the training and receive approval to attend the training in advance from the Director of Human Resources.
- Approval will be based on the relevance to the employee's job duties or career goals, the benefit to PEF, the availability of funding, and operational needs. The Director of Human Resources may contact the employee's supervisor for his/her recommendation prior to approving or denying the employee's request to attend the training.
- PEF shall pay or the employee shall be reimbursed for the registration/enrollment fees of the course, workshop or seminar which may be of benefit to them and PEF.
- Employees shall be reimbursed for travel expenses if attendance at the training is mandated by PEF and requires travel outside the region that contains the office to which the employee is assigned.

## 2. Educational Leave for Non-Attorneys

- a. PEF shall provide, with the approval of the President of PEF or his or her designee, short-term educational leaves which would consist of workshops, conferences or concentrated courses. Such leaves may be either requested by the employee or required by PEF.
- b. Educational leave shall be a leave with full pay with PEF reimbursing said employee for payment of books and tuition, in accordance with paragraphs A (1) (Staff

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- Development and Training) above or A (3) (Tuition Reimbursement) below whichever applies, and transportation, room and board.
- c. Applications must be made to the President of PEF or his/her designee through the employee's immediate supervisor, and must include the supervisor's recommendation to approve or deny, at least three (3) weeks prior to the beginning of the educational opportunity, unless otherwise approved.
  - d. PEF shall grant at least one (1) week notice to employees required to attend such overnight workshops, conferences or concentrated courses unless there is no objection from the employee.

### 3. Tuition Reimbursement

- a. PEF shall meet and confer with USW with regard to the Tuition Reimbursement Program.
- b. Effective 4/1/2008, PEF shall include funding in the PEF Budget in the amount of \$20,000 annually for tuition reimbursement. The guidelines for tuition reimbursement shall be:
  - (i) Employees shall be reimbursed for the costs of college tuition for courses or training which may be of benefit to them and PEF upon the demonstration of the successful completion of such course work. Successful completion as defined in this paragraph shall mean at least a "C," 70%, "pass," or "satisfactory" grade or award of certificate or any other equivalent of passing grade.
  - (ii) Employees will also be reimbursed, upon successful completion of the course, for 50% of the cost of books and/or mandatory fees for approved courses.
  - (iii) Advanced notification of and approval by the President of PEF or his/her designee for the prescribed training or courses must be obtained by the employee in order to qualify for such reimbursement.
  - (iv) Approval will be based on the relevance to the employee's job duties or career goals, the benefit to PEF, the availability of funding, and operational needs. The Director of Human Resources may contact the employee's supervisor for his/her recommendation prior to approving or denying the employee's request for tuition reimbursement.

### 4. Professional Development – Attorneys

- a. PEF agrees that all PEF attorneys should participate in Continuing Legal Education programs which bear a significant relationship to their duties as a PEF attorney or are required by the Continuing Legal Education Board to maintain their license to practice law in New York State.
- b. Effective 4/1/2008, PEF shall include funding in the PEF Budget in the amount of \$20,000 annually for Continuing Legal Education programs.
- c. Requests to attend CLE programs and conferences should be made no less than 30 days prior to the application deadline date for the program.

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- d. Participation shall be conditioned upon the discretionary approval of the General Counsel in consultation with the Director of Human Resources including such criteria as available funding, the number of CLE hours needed by the attorney, relevance to the employee's duties, the benefit to PEF, the availability of funding, and operational needs.
  - e. The cost of participation in Continuing Legal Education programs shall be paid directly or reimbursed by PEF along with the cost of transportation, meals and lodging. Attendance shall not be unreasonably denied.
- B. PEF shall meet and confer with USW to identify common training needs for groups of employees and where appropriate, provide a minimum of one staff development day per year for group training and instruction of staff having similar duties and responsibilities. This training will be funded by the funding provided in paragraph (A) (1) (a) (1) and (2).
  - C. PEF retains the exclusive right to determine the need for training, the appropriate provider and the type of training required to meet the needs of its workforce.
  - D. Funds allocated in this article may be reassigned between Staff Development and Training, Tuition Reimbursement, and Professional Development for Attorneys.
  - E. Issues pertaining to this Article may be the subject of discussion at PEF/USW Labor/Management meetings, but are not subject to the provisions of Article 3 of this agreement.

### **ARTICLE 35 — No Lockout and No Strike**

- A. PEF shall not lockout any employee during the term of this Agreement.
- B. Neither USW, nor any officer or agent of USW, nor any employee shall engage in, attempt to engage in, or attempt to induce others to engage in any strike, stoppage, slowdown or other interruption of work at PEF during the term of this Agreement.
- C. USW will exert its best effort to prevent or terminate any strike.

### **ARTICLE 36 — Conclusion of Collective Negotiations**

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

### **ARTICLE 37 — Savings Clause**

If any provision of this Agreement shall be held contrary to any law, then that provision shall not be deemed valid except to the extent permitted by law, but all other provisions shall continue in full force and effect. If any provisions are contrary to law, PEF and USW shall meet to negotiate the alteration of such sections according to the intent of the parties.



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## **ARTICLE 38 — Term of Agreement**

This Agreement shall take effect on July 1, 2011 and remain in effect until June 30, 2015.

This Agreement shall automatically renew itself from year to year thereafter unless either party notifies the other of its intent to terminate or modify this Agreement in writing no less than sixty (60) days prior to the expiration date of initial termination of this Agreement or no less than sixty (60) days prior to the termination of any renewal of this Agreement.

If either party requests to terminate or modify this Agreement, this Agreement shall remain in full force and effect until a new Agreement is negotiated between the parties.

## **ARTICLE 39 — Approval of Contract**

It is agreed by and between the parties that any provisions of this Agreement which require an expenditure of funds for their implementation shall not become effective until and unless such provisions have been approved by the PEF Executive Board as required by the PEF Constitution and Bylaws.

It is further agreed by and between the parties that the provisions of this Agreement will become effective only if the members of USW ratify this Agreement.

All provisions of this Agreement, except those with specific dates stating otherwise, shall be effective upon ratification by both parties.

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## Signature Page

**Appendix A - Salary Schedules by Job Category  
2011 - 2015**

<b><u>CATEGORY 1</u></b>					
		<b>0.5%</b>	<b>0.5%</b>	<b>1.0%</b>	<b>2.0%</b>
<b>STEPS</b>	<b>6/30/2011</b>	<b>7/1/2011</b>	<b>7/1/2012</b>	<b>7/1/2013</b>	<b>7/1/2014</b>
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Hiring Rate	28,015	28,155	28,296	28,579	29,150
Step 1	29,377	29,524	29,672	29,968	30,568
Step 2	30,736	30,890	31,044	31,355	31,982
Step 3	32,098	32,258	32,420	32,744	33,399
Step 4	33,457	33,624	33,792	34,130	34,813
Job Rate 5	34,817	34,991	35,166	35,518	36,228
8 Yr. Long 6	36,178	36,359	36,541	36,906	37,644
12 Yr. Long 7	37,538	37,726	37,914	38,293	39,059
16 Yr. Long 8	38,898	39,092	39,288	39,681	40,474
20 Yr. Long 9	40,258	40,459	40,662	41,068	41,890

<b><u>CATEGORY 2</u></b>					
		<b>0.5%</b>	<b>0.5%</b>	<b>1.0%</b>	<b>2.0%</b>
<b>STEPS</b>	<b>6/30/2011</b>	<b>7/1/2011</b>	<b>7/1/2012</b>	<b>7/1/2013</b>	<b>7/1/2014</b>
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Hiring Rate	30,789	30,943	31,098	31,409	32,037
Step 1	32,708	32,872	33,036	33,366	34,034
Step 2	34,626	34,799	34,973	35,323	36,029
Step 3	36,546	36,729	36,912	37,281	38,027
Step 4	38,464	38,656	38,850	39,238	40,023
Job Rate 5	40,382	40,584	40,787	41,195	42,019
8 Yr. Long 6	42,300	42,512	42,724	43,151	44,014
12 Yr. Long 7	44,216	44,437	44,659	45,106	46,008
16 Yr. Long 8	46,135	46,366	46,598	47,063	48,005
20 Yr. Long 9	48,053	48,293	48,535	49,020	50,000

## Salary Schedules by Job Category

<b>CATEGORY 3</b>					
		<b>0.5%</b>	<b>0.5%</b>	<b>1.0%</b>	<b>2.0%</b>
<b>STEPS</b>	<b>6/30/2011</b>	<b>7/1/2011</b>	<b>7/1/2012</b>	<b>7/1/2013</b>	<b>7/1/2014</b>
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Hiring Rate	32,375	32,537	32,700	33,027	33,687
Step 1	34,343	34,515	34,687	35,034	35,735
Step 2	36,309	36,491	36,673	37,040	37,781
Step 3	38,276	38,467	38,660	39,046	39,827
Step 4	40,242	40,443	40,645	41,052	41,873
Job Rate 5	42,208	42,419	42,631	43,057	43,919
8 Yr. Long 6	44,176	44,397	44,619	45,065	45,966
12 Yr. Long 7	46,143	46,374	46,606	47,072	48,013
16 Yr. Long 8	48,110	48,351	48,592	49,078	50,060
20 Yr. Long 9	50,077	50,327	50,579	51,085	52,107

<b>CATEGORY 4</b>					
		<b>0.5%</b>	<b>0.5%</b>	<b>1.0%</b>	<b>2.0%</b>
<b>STEPS</b>	<b>6/30/2011</b>	<b>7/1/2011</b>	<b>7/1/2012</b>	<b>7/1/2013</b>	<b>7/1/2014</b>
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Hiring Rate	35,234	35,410	35,587	35,943	36,662
Step 1	37,231	37,417	37,604	37,980	38,740
Step 2	39,226	39,422	39,619	40,015	40,816
Step 3	41,224	41,430	41,637	42,054	42,895
Step 4	43,220	43,436	43,653	44,090	44,972
Job Rate 5	45,217	45,443	45,670	46,127	47,050
8 Yr. Long 6	47,212	47,448	47,685	48,162	49,125
12 Yr. Long 7	49,210	49,456	49,703	50,200	51,204
16 Yr. Long 8	51,206	51,462	51,719	52,237	53,281
20 Yr. Long 9	53,201	53,467	53,734	54,272	55,357

## Salary Schedules by Job Category

<b>CATEGORY 5</b>					
		<b>0.5%</b>	<b>0.5%</b>	<b>1.0%</b>	<b>2.0%</b>
<b>STEPS</b>	<b>6/30/2011</b>	<b>7/1/2011</b>	<b>7/1/2012</b>	<b>7/1/2013</b>	<b>7/1/2014</b>
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Hiring Rate	38,602	38,795	38,989	39,379	40,166
Step 1	40,440	40,642	40,845	41,254	42,079
Step 2	42,275	42,486	42,699	43,126	43,988
Step 3	44,111	44,332	44,553	44,999	45,899
Step 4	45,946	46,176	46,407	46,871	47,808
Job Rate 5	47,781	48,020	48,260	48,743	49,717
8 Yr. Long 6	49,620	49,868	50,117	50,619	51,631
12 Yr. Long 7	51,454	51,711	51,970	52,490	53,539
16 Yr. Long 8	53,289	53,555	53,823	54,361	55,449
20 Yr. Long 9	55,123	55,399	55,676	56,232	57,357

<b>CATEGORY 6</b>					
		<b>0.5%</b>	<b>0.5%</b>	<b>1.0%</b>	<b>2.0%</b>
<b>STEPS</b>	<b>6/30/2011</b>	<b>7/1/2011</b>	<b>7/1/2012</b>	<b>7/1/2013</b>	<b>7/1/2014</b>
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Hiring Rate	41,719	41,928	42,137	42,559	43,410
Step 1	43,438	43,655	43,873	44,312	45,198
Step 2	45,159	45,385	45,612	46,068	46,989
Step 3	46,881	47,115	47,351	47,824	48,781
Step 4	48,600	48,843	49,087	49,578	50,570
Job Rate 5	50,321	50,573	50,825	51,334	52,360
8 Yr. Long 6	52,043	52,303	52,565	53,090	54,152
12 Yr. Long 7	53,763	54,032	54,302	54,845	55,942
16 Yr. Long 8	55,483	55,760	56,039	56,600	57,732
20 Yr. Long 9	57,204	57,490	57,777	58,355	59,522

**Salary Schedules by Job Category**

<b><u>CATEGORY 7</u></b>					
		<b>0.5%</b>	<b>0.5%</b>	<b>1.0%</b>	<b>2.0%</b>
<b>STEPS</b>	<b>6/30/2011</b>	<b>7/1/2011</b>	<b>7/1/2012</b>	<b>7/1/2013</b>	<b>7/1/2014</b>
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Hiring Rate	42,637	42,850	43,064	43,495	44,365
Step 1	45,064	45,289	45,516	45,971	46,890
Step 2	47,466	47,703	47,942	48,421	49,390
Step 3	49,916	50,166	50,416	50,921	51,939
Step 4	52,343	52,605	52,868	53,396	54,464
Job Rate 5	54,769	55,043	55,318	55,871	56,989
8 Yr. Long 6	57,197	57,483	57,770	58,348	59,515
12 Yr. Long 7	59,623	59,921	60,221	60,823	62,039
16 Yr. Long 8	62,049	62,359	62,671	63,298	64,564
20 Yr. Long 9	64,476	64,798	65,122	65,774	67,089

<b><u>CATEGORY 8</u></b>					
		<b>0.5%</b>	<b>0.5%</b>	<b>1.0%</b>	<b>2.0%</b>
<b>STEPS</b>	<b>6/30/2011</b>	<b>7/1/2011</b>	<b>7/1/2012</b>	<b>7/1/2013</b>	<b>7/1/2014</b>
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Hiring Rate	43,556	43,774	43,993	44,433	45,321
Step 1	46,035	46,265	46,497	46,961	47,901
Step 2	48,516	48,759	49,002	49,492	50,482
Step 3	50,996	51,251	51,507	52,022	53,063
Step 4	53,475	53,742	54,011	54,551	55,642
Job Rate 5	55,956	56,236	56,517	57,082	58,224
8 Yr. Long 6	58,434	58,726	59,020	59,610	60,802
12 Yr. Long 7	60,915	61,220	61,526	62,141	63,384
16 Yr. Long 8	63,394	63,711	64,030	64,670	65,963
20 Yr. Long 9	65,872	66,201	66,532	67,198	68,542

## Salary Schedules by Job Category

<b>CATEGORY 9</b>					
		<b>0.5%</b>	<b>0.5%</b>	<b>1.0%</b>	<b>2.0%</b>
<b>STEPS</b>	<b>6/30/2011</b>	<b>7/1/2011</b>	<b>7/1/2012</b>	<b>7/1/2013</b>	<b>7/1/2014</b>
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Hiring Rate	44,477	44,699	44,923	45,372	46,280
Step 1	47,469	47,706	47,945	48,424	49,393
Step 2	50,463	50,715	50,969	51,479	52,508
Step 3	53,457	53,724	53,993	54,533	55,623
Step 4	56,451	56,733	57,017	57,587	58,739
Job Rate 5	59,445	59,742	60,041	60,641	61,854
8 Yr. Long 6	62,439	62,751	63,065	63,696	64,970
12 Yr. Long 7	65,434	65,761	66,090	66,751	68,086
16 Yr. Long 8	68,427	68,769	69,113	69,804	71,200
20 Yr. Long 9	71,420	71,777	72,136	72,857	74,314

<b>CATEGORY 10</b>					
		<b>0.5%</b>	<b>0.5%</b>	<b>1.0%</b>	<b>2.0%</b>
<b>STEPS</b>	<b>6/30/2011</b>	<b>7/1/2011</b>	<b>7/1/2012</b>	<b>7/1/2013</b>	<b>7/1/2014</b>
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Hiring Rate	45,394	45,621	45,849	46,308	47,234
Step 1	48,811	49,055	49,300	49,793	50,789
Step 2	52,232	52,493	52,756	53,283	54,349
Step 3	55,650	55,928	56,208	56,770	57,905
Step 4	59,069	59,364	59,661	60,258	61,463
Job Rate 5	62,487	62,799	63,113	63,745	65,019
8 Yr. Long 6	65,906	66,236	66,567	67,232	68,577
12 Yr. Long 7	69,326	69,673	70,021	70,721	72,136
16 Yr. Long 8	72,746	73,110	73,475	74,210	75,694
20 Yr. Long 9	76,165	76,546	76,929	77,698	79,252

**Salary Schedules by Job Category**

<b>CATEGORY 11</b>					
		<b>0.5%</b>	<b>0.5%</b>	<b>1.0%</b>	<b>2.0%</b>
<b>STEPS</b>	<b>6/30/2011</b>	<b>7/1/2011</b>	<b>7/1/2012</b>	<b>7/1/2013</b>	<b>7/1/2014</b>
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Hiring Rate	51,423	51,680	51,939	52,458	53,507
Step 1	56,034	56,314	56,596	57,162	58,305
Step 2	60,645	60,948	61,253	61,865	63,103
Step 3	65,259	65,585	65,913	66,572	67,904
Step 4	69,871	70,220	70,571	71,277	72,703
Job Rate 5	74,483	74,855	75,230	75,982	77,502
8 Yr. Long 6	79,097	79,492	79,890	80,689	82,303
12 Yr. Long 7	83,706	84,125	84,545	85,391	87,098
16 Yr. Long 8	88,317	88,759	89,202	90,094	91,896
20 Yr. Long 9	92,928	93,393	93,860	94,798	96,694

<b>CATEGORY 12</b>					
		<b>0.5%</b>	<b>0.5%</b>	<b>1.0%</b>	<b>2.0%</b>
<b>STEPS</b>	<b>6/30/2011</b>	<b>7/1/2011</b>	<b>7/1/2012</b>	<b>7/1/2013</b>	<b>7/1/2014</b>
---	---	---	---	---	---
Hiring Rate	54,427	54,699	54,973	55,522	56,633
Step 1	59,147	59,443	59,740	60,337	61,544
Step 2	63,867	64,186	64,507	65,152	66,455
Step 3	68,586	68,929	69,274	69,966	71,366
Step 4	73,307	73,674	74,042	74,782	76,278
Job Rate 5	78,027	78,417	78,809	79,597	81,189
8 Yr. Long 6	82,746	83,160	83,576	84,411	86,100
12 Yr. Long 7	87,467	87,904	88,344	89,227	91,012
16 Yr. Long 8	92,188	92,649	93,112	94,043	95,924
20 Yr. Long 9	96,908	97,393	97,880	98,858	100,835



**Salary Schedules by Job Category**

<b>CATEGORY 13</b>					
		<b>0.5%</b>	<b>0.5%</b>	<b>1.0%</b>	<b>2.0%</b>
<b>STEPS</b>	<b>6/30/2011</b>	<b>7/1/2011</b>	<b>7/1/2012</b>	<b>7/1/2013</b>	<b>7/1/2014</b>
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Hiring Rate	56,172	56,453	56,735	57,302	58,449
Step 1	60,952	61,257	61,563	62,179	63,422
Step 2	65,734	66,063	66,393	67,057	68,398
Step 3	70,516	70,869	71,223	71,935	73,374
Step 4	75,298	75,674	76,053	76,813	78,350
Job Rate 5	80,079	80,479	80,882	81,691	83,324
8 Yr. Long 6	84,750	85,174	85,600	86,456	88,185
12 Yr. Long 7	89,643	90,091	90,542	91,447	93,276
16 Yr. Long 8	94,423	94,895	95,370	96,323	98,250
20 Yr. Long 9	99,203	99,699	100,198	101,199	103,223

<b>CATEGORY 14</b>					
		<b>0.5%</b>	<b>0.5%</b>	<b>1.0%</b>	<b>2.0%</b>
<b>STEPS</b>	<b>6/30/2011</b>	<b>7/1/2011</b>	<b>7/1/2012</b>	<b>7/1/2013</b>	<b>7/1/2014</b>
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Hiring Rate	57,916	58,206	58,497	59,082	60,263
Step 1	62,848	63,162	63,478	64,113	65,395
Step 2	67,780	68,119	68,459	69,144	70,527
Step 3	72,714	73,078	73,443	74,177	75,661
Step 4	77,646	78,034	78,424	79,209	80,793
Job Rate 5	82,580	82,993	83,408	84,242	85,927
8 Yr. Long 6	87,512	87,950	88,389	89,273	91,059
12 Yr. Long 7	92,446	92,908	93,373	94,306	96,193
16 Yr. Long 8	97,380	97,867	98,356	99,340	101,327
20 Yr. Long 9	102,314	102,826	103,340	104,373	106,461

**Salary Schedules by Job Category**

<b>CATEGORY 15</b>					
		<b>0.5%</b>	<b>0.5%</b>	<b>1.0%</b>	<b>2.0%</b>
<b>STEPS</b>	<b>6/30/2011</b>	<b>7/1/2011</b>	<b>7/1/2012</b>	<b>7/1/2013</b>	<b>7/1/2014</b>
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Hiring Rate	64,463	64,785	65,109	65,760	67,076
Step 1	69,267	69,613	69,961	70,661	72,074
Step 2	74,071	74,441	74,814	75,562	77,073
Step 3	78,877	79,271	79,668	80,464	82,074
Step 4	83,679	84,097	84,518	85,363	87,070
Step 5	88,484	88,926	89,371	90,265	92,070
Step 6	93,289	93,755	94,224	95,166	97,070
Step 7	100,694	101,197	101,703	102,720	104,775
<p>Plus 3 year Longevity Increment of \$2,000 added to base.            Plus 5 year Longevity Increment of \$2,000 added to base.            Plus 8 year Longevity Increment of \$3,500 added to base.            Plus 12 year Longevity Increment of \$3,500 added to base.            Plus 16 year Longevity Increment of \$3,500 added to base.</p>					

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## Appendix B - Side Letters

PLEASE NOTE: Place holders are used here for the side letters in preparation for the printed book. For your reference, the signed side letters from the 2007-2011 agreement are inserted at the end of this document, and are as they appeared in the that booklet. Proper placement and pagination will be done in the Printed Booklet.

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4/22/1993 Transportation Allowance:  
Laffer/Benson

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6/28/1996 Procedure for Determining Minimum Qualification:  
Laffer/Burritt  
Page 1 of 2

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6/28/1996 Procedure for Determining Minimum Qualification:  
Laffer/Burritt  
Page 2 of 2

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6/27/2000  
Health Insurance Provider Network:  
Yurkewicz/Merchant

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11/13/2000  
Communications Technicians Job Duties  
Thornton/Merchant



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5/18/2006  
Switchboard Operator/Receptionist Coverage  
Smith/Merchant  
Page 1 of 3

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5/18/2006  
Switchboard Operator/Receptionist Coverage  
Smith/Merchant  
Page 2 of 3

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5/18/2006  
Switchboard Operator/Receptionist Coverage  
Smith/Merchant  
Page 3 of 3

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4/17/2008  
Advertising Executive Commissions  
Hough/Merchant

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August 6, 2014

Mr. Bob Beckwith, President  
USW Local 9265  
C/o NYS Public Employees Federation, AFL-CIO  
339 East Avenue, Suite 305  
Rochester, NY 14604-2615

Re: Health Insurance for Medicaid Eligible Retirees

Dear Mr. Beckwith:

In order to aid retiring staff make informed decision regarding medical insurance, USW and PEF agree that the Joint Committed on Health Benefits will develop and provide educational material that will assist Medicare eligible retirees to evaluate the available PEF sponsored Medicare Advantage Plans versus remaining on the PEF plan.

Additionally, PEF & USW agree to explore the feasibility of providing for reimbursement, in accordance with the relevant portions of Article 22, for Medicare Advantage Plans beyond those made directly available by PEF. This will be undertake with the aim of providing a wider range of coverage options based on cost and services available the retirees area of residence.

Sincerely,

Daniel M. Steen  
Executive Director

Countersigned for USW

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Bob Beckwith, President      Date  
USW Local 9265

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## Appendix B – Side Letters

November 13, 2000

Ms. Geraldine Thornton, President  
USWA Local 9265  
P. O. Box 65  
Latham, NY 12110

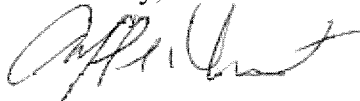
Dear Ms. Thornton:

This is to confirm our discussions during the negotiations of the 1999 - 2003 PEF/USWA agreement regarding the two category upgrade and the expanded job duties of the Communications Technicians.

Notwithstanding the language contained in Article 25 of this agreement, PEF and USWA agree to the implementation of an upgrade of the Communications Technician title from Category 2 to Category 4, with an increase in job duties, as set forth in the Job Description dated November 13, 2000. It is the intent of the agreement to compensate the incumbents of the position at a higher rate of pay on an annual basis to cover any compensation that may be required under Article 25 of the agreement when the incumbents of the position perform building maintenance duties. The parties further agree that the intent of key function number 6, is to provide coverage for the maintenance of the PEF building, fixtures, and parking lot when the Purchasing Agent/Building Manager is on a short-term absence such as vacation, sick, personal, floating holidays and comp time.

If this is consistent with your understanding of our discussions, please countersign below.

Sincerely,



Clifford R. Merchant  
Chief Negotiator, PEF



Geraldine Thornton  
President, USWA

Date: November 13, 2000

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**MEMORANDUM OF AGREEMENT  
TRANSPORTATION ALLOWANCE**

1. PEF agrees to provide all employees currently receiving a transportation allowance with the option of receiving their allowance in a separate check each month, or of receiving their allowance in their first regular paycheck issued each month. PEF's agreement to provide this option is expressly conditioned upon the participation of at least 12 USWA 9265 members in the separate check option. Should participation fall below the minimum, the option to receive a separate transportation allowance check will be discontinued.

2. The full cost for issuing a separate check will be paid by the employee. One twelfth (1/12) of the annual cost will be deducted from each monthly transportation allowance check. The cost of issuing a separate check could be approximately \$25 per year, per participant if there were at least 30 participants. The cost is approximately \$68 per year, per participant if the number participating is reduced to 12.


In the event the payroll vendor increases its charges for this service during an annual cycle, or the per check fee changes due to a fluctuation in the number of participants, PEF shall notify the President of Local 9265 within 15 days of receiving notice of the increased fee. After service of such notice to Local 9265, PEF will recalculate the fee by dividing the total fee increase for the cycle, by the number of months remaining in the cycle. This change shall be transmitted to the payroll vendor as soon as possible.


3. Those employees who choose the option of a separate check will be issued their monthly allowance no later than the fifteenth day of each month.

4. Any employee hired on or after this agreement is signed, who is eligible to receive a transportation allowance, will at the time of hire be given the option as to whether they wish to receive a separate allowance check or have their allowance included with their regular paycheck.

5. During the period of November 15 through December 15 of each year, all employees receiving an allowance will have the option of changing the payment procedure. Employees wishing to change their payment option must notify the Accounting Department in writing. Such notification must be RECEIVED by the Accounting Department by close of business on December 15. Any changes in the payment option will be effective as of January 1 following the notice period.

6. This memorandum of agreement will remain in effect until the expiration of the current collective bargaining agreement between Local 9265 and PEF, until a successor agreement is negotiated, or until participation falls below the minimum established above.

  
Marc Laffer  
For USWA

  
Roger Benson  
FOR PEF

Dated: April 22, 1993

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June 28, 1996

Mr. Marc Laffer  
President, USWA Local 9265  
41 Woodside Drive  
New City, New York 10956

Re: Procedure for Determining Minimum Qualification  
Article 19, 1995-99 PEF/USWA agreement

This is to confirm our discussions regarding the procedure PEF will use to determine whether employees meet minimum qualification for a job pursuant to Article 19(4), (9) and (13) of the 1995-99 PEF/USWA agreement.

With respect to Article 19(4), when PEF determines that a position is to be abolished in a service in which a vacancy exists, PEF will send written notice to the employee whose position is to be abolished that the vacancy exists, together with a copy of the job description and minimum qualifications. This notice will include a form for the employee's use in demonstrating why the employee believes he or she meets the minimum qualifications for the position. This form must be returned to PEF within five business days of receipt of notice by the employee. The affected employee will be advised, in writing, within ten business days of receipt of the response, whether PEF will offer the vacancy and of the reasons for PEF's decision.

With respect to Article 19(9), an employee impacted by a layoff who cannot bump pursuant to Article 19(6) or (8) will be notified, in writing, of the title(s) held by all employees with less seniority within the same service. That notice will also include copies of the relevant job description and minimum qualification will also be provided, along with a form for the employee's use in demonstrating why he or she meets the minimum qualifications for one or all of the positions. This form must be returned to PEF within five business days of receipt of notice by the employee. PEF will review the titles in the order of the seniority of the incumbents to determine the title held by the least senior employee for which the employee impacted by layoff meets the minimum qualifications. The affected employees will be advised, in writing, within ten business day of receipt of the response, of the position, if any, held by the least senior employee into which the employee whose position is to be abolished my bump. This notice will also advise the affected employees of the reasons for PEF's determination.



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With respect to Article 19(13), future vacancies shall be offered to former employees on the recall roster who meet the minimum qualifications for the position, in seniority order. When a vacancy is to be filled, PEF will notify all former employees on the recall roster of the vacancy, including the job description and minimum qualifications for the position. All employees notified will have the opportunity to submit a form to PEF, within five business days of receipt of notice, demonstrating how they meet the minimum qualifications for the position. PEF will, within ten business days of receipt of the last form, notify any employee who has submitted the form whether they will be offered the vacancy, including the reasons for PEF's decision.

While, pursuant to Article 19, PEF's substantive determination that an employee does or does not meet the minimum qualification for a position is not subject to arbitration under the grievance procedure in Article 3, PEF's failure to follow the procedure set forth in this letter is arbitrable under Article 3.

If this is consistent with your understanding of our discussions, please countersign below.

Very truly yours,



Nancy L. Burritt  
Deputy General Counsel

/s/

Marc Laffer

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June 27, 2000

Mr. Peter Yurkewicz, Chief Negotiator  
USWA Local 9265  
P. O. Box 65  
Latham, NY 12110

Dear Mr. Yurkewicz:

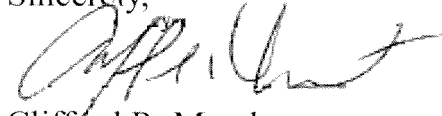
The purpose of this letter is to confirm our discussions at the PEF/USWA negotiations session on June 16, 2000 regarding health insurance.

PEF is committed under Article 17 (B) (2) of PEF's proposal on Health Benefits to providing a healthcare plan that includes a participating provider network for hospital, medical services, major medical, vision care and dental benefits. In the event of the loss of the entire provider network either statewide or in any given PEF Region, PEF will determine the appropriate action to uphold our commitment under the collective bargaining agreement.

In the event of the lack of a provider network under the PEF healthcare plan, employees incurring costs that would have been covered had a provider network been in place will be made whole under the terms and conditions of the health plan.

This clarification does not pertain to whether an employee's chosen doctor or doctors participate in the provider network. It only pertains to a PEF Region that has no participating provider network.

Sincerely,



Clifford R. Merchant  
Chief Negotiator, PEF

Countersigned for USWA



Peter Yurkewicz  
Chief Negotiator, USWA

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**Memorandum of Agreement**  
**Switchboard Operator/Receptionist Coverage**

This agreement replaces and supersedes the September 20, 1994 Memorandum of Agreement between PEF and USW Local 9265 on Switchboard Operator/Receptionist Break Coverage.

This will confirm the agreement between PEF and USW Local 9265 to implement a procedure whereby coverage is provided for the Switchboard Operator/Receptionist position during lunch breaks, relief breaks and scheduled and unscheduled absences. This agreement modifies Article 25, Unit Work.

The parties agree the Switchboard Operator/Receptionist position must be covered full time during normal business hours. The parties further agree that:

1. The Clerk/Typist positions in PEF Membership Benefits will provide coverage for the Switchboard Operator/Receptionist during lunch breaks, relief breaks and scheduled and unscheduled absences. The least senior Clerk/Typist will be the primary employee to provide this coverage.
2. In the event that the least senior Clerk/Typist is on a scheduled or unscheduled absence, the next least senior Clerk/Typist will provide coverage for the Switchboard Operator/Receptionist during lunch breaks and relief breaks.
3. In the event that the Switchboard Operator/Receptionist is on a scheduled or unscheduled absence, the least senior Clerk/Typist will provide full time coverage and the next least senior Clerk/Typist will provide coverage during lunch breaks and relief breaks.
4. In the event that the Switchboard Operator/Receptionist and the least senior Clerk/Typist are both on a scheduled or unscheduled absence the next least senior Clerk/Typist will provide full time coverage:
  - a. For the duration of the least senior Clerk/Typist's or the Switchboard Operator/Receptionist's scheduled or unscheduled absence whichever is shorter.
  - b. During this period lunch breaks and relief breaks will be covered by the third least senior Clerk/Typist, if one exists, or by the least senior USW

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represented administrative employee regardless of department, except Membership Benefits, at PEF Headquarters. If the least senior USW represented administrative employee who has been designated for coverage cannot perform those duties because of absence the next least senior USW represented administrative employee will be required to provide the coverage, and so on up the Administrative seniority list. This assignment will cease when either the Switchboard Operator/Receptionist or the least senior Clerk/Typist returns from the scheduled or unscheduled absence.

5. In the extreme situation where the Switchboard Operator/Receptionist and all the Membership Benefits Clerk/Typists are all on scheduled or unscheduled absences, or some of these employees are on leave and some positions are vacant, full time switchboard coverage and/or relief breaks and lunch breaks will be provided by the least senior USW represented administrative employees regardless of department, except Membership Benefits, at PEF Headquarters. If the least senior USW represented administrative employee who has been designated for coverage cannot perform those duties because of absence the next least senior USW represented administrative employee will be required to provide the required coverage, and so on up the administrative seniority list.

6. For purposes of this side letter, Article 23 and Article 25 temporary employees hired to perform the duties of the Switchboard Operator/Receptionist or Membership Benefits Clerk/Typists will perform the duties as outlined in paragraph 1, 2 and 3 above.

7. For purposes of this side letter, if there is an employee filling a temporary position under Article 23 in a PEF department, except Membership Benefits, who was not a unit member prior to their temporary employment the Article 23 temporary employee is the least senior, since they do not accrue seniority, and will provide relief under the conditions in paragraph 4 and 5 above. If more than one temporary employee is employed when there exists a need for relief, their switchboard relief rotation will be based on their date of hire.

8. For purposes of this side letter, those Article 23 temporary employees who had previously established seniority by virtue of previous employment in the bargaining unit when they accepted the temporary position, will retain their seniority since they continue to accrue PEF seniority as a temporary employee.

9. The Switchboard Operator/Receptionist's supervisor will coordinate the leave time and coverage issues with the Membership Benefits' Clerk/Typist's

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supervisor, and any other department managers as necessary, to effectuate the terms of this Memorandum of Agreement.

When the Switchboard Operator/Receptionist position is vacant, coverage for that position will be provided as set forth in this agreement during the hiring process.



Bruce D. Smith  
President, USW Local 9265



Clifford R. Merchant  
Director. Human Resources and Education

Date: May 18, 2006

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April 7, 2008

Ms. Elizabeth Hough  
Vice President and Chief Negotiator  
USW Local 9265  
P. O. Box 65  
Latham, NY 12110

Dear Ms. Hough:

PEF has set new goals to increase revenue from ad sales in *The Communicator*. We have redesigned the magazine and have altered our pricing slightly. We have conducted exit interviews with prior advertising account executives and have come to the conclusion that we should update the commission structure as an incentive to generate more ad sales.

As a result, PEF proposes to include ads sold to Membership Benefits Program as ads subject to commissions effective July 1, 2007. The advertising account executive would take over responsibility of the accuracy of the ads and work directly with Membership Benefits to meet its needs.

PEF also proposes to modify the commission rate structure per issue of the Communicator effective July 1, 2008 to provide the current rate of 8 percent will continue for sales from 0 to \$16,000 per month and a rate of 12 percent for sales from \$16,001 or more.

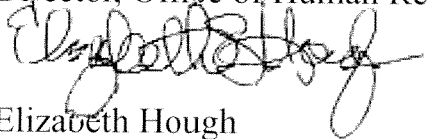
If you are in agreement with these proposals please counter sign this letter below.

Sincerely,



Clifford R. Merchant

Director, Office of Human Resources and Education



Elizabeth Hough

Vice President and Chief Negotiator, USW Local 9265