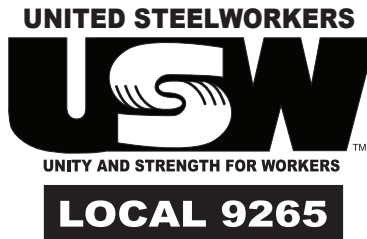


UNITED STEELWORKERS, AFL-CIO, CLC  
LOCAL 9265



AND

NEW YORK STATE  
PUBLIC EMPLOYEES FEDERATION, AFL-CIO



AGREEMENT

July 1, 2022 – June 30, 2026

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## ARTICLE 1 — Recognition

- A. This agreement is made and entered into as of November 30, 2023, 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 Specialist  
Accounts Receivable Specialist  
Administrative Assistants  
Assistant General Counsel  
Assistant Director of Organizing  
Assistant to the President/Chief of Staff  
Assistant to the President/Executive Director  
Bookkeeper  
Confidential Assistant to the Administrator of Membership Benefits  
Deputy General Counsel  
Director of Divisions  
Director of Finance  
Director of Health & Safety  
Director of Legislation  
Director of Civil Service  
Director of Communications  
Director of Contract Administration  
Director, Membership Information Systems  
Director of Organizing  
Director of Special Events  
Divisional & Regional Fiscal Analyst  
Executive Assistants  
Executive Secretary  
Financial Executive  
General Counsel  
Human Resource Administrator  
Information Technology Manager - MBP  
Insurance Executive

Internal Auditor  
Interns  
Law Clerks  
Marketing Executive  
Membership Benefits Program Administrator  
Paralegal  
Payroll Administrator  
Political Director (Legislative Liaison)  
Political Organizer/Lobbyist  
Regional Director of Field Services  
Retiree Service Coordinator  
Retiree Coordinator – MBP  
Sales Executive  
Senior Accountant  
Senior Executive Legal Assistant  
Special Events Coordinator  
Statewide Director of Field Services  
Statewide Facilities Manager  
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.
- 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 fifteen (15) 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.

#### **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 six (6) 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  
John Crotty  
Melinda Gordon  
Haydee Rosario

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

#### D. General Procedures

1. Upon failure of PEF to provide a response to a filed grievance 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 action grievance (more than one [1] grievant) or a grievance involving more than one Department 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.
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 two-unit members at the USW International Convention and the district conference. For any year where the district conference or the International Convention is not in session, PEF shall grant a sufficient amount of release time for the attendance of two-unit members to attend another USW conference of USW's choosing. The use of such leave shall be subject to the approval of the President of PEF or his/her designee and does not unreasonably interfere with PEF's operations.
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.



## 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.
- 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
  - 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 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.
- 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. PEF may audio record any interview, as long as it provides the employee or the employee's representative, at the choice of the employee, an exact audio copy (which may be a digital audio file) within two business days of the 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.

- 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.

## 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
  - 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 knows 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.
- b. Non-field professional employees whose work assignments may require them to work weekends or holidays may earn up to a maximum of seventy (70) hours 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 seventy (70) hours 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.
- 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 workload 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. When a holiday falls on a day that an employee with a compressed work schedule is scheduled to work, the employee shall either: (i) charge accruals to cover the difference between the seven (7) hours provided for the holiday and the scheduled hours, or (ii) work such difference in hours on another day during that week with the prior approval of that employee's supervisor.
- h. 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.
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 the submission of an approved attendance record.

### 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 electronically through a system provided by PEF. All employees must submit their payroll period attendance sheets to their supervisor within two (2) weeks after the last day of the pay period. If extenuating circumstances prevent an employee from complying with the time frame, they must inform their supervisor with an explanation. 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. The entries must include the date, time (am or pm), location, facility or agency, and the purpose for such activity.

## **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.
- 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(s) 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 shall exchange written agenda items through their chairpersons or designees, no less than seven (7) calendar days prior to the meeting. The parties may mutually agree to place additional items on the agenda at any time.
- F. PEF shall convey minutes to USW within one (1) month following the meeting. When a USW member is designated by the parties to produce minutes of the meeting, that USW member shall be provided with sufficient release time to accomplish the task.
- G. PEF and USW hereby agree to sign jointly approved minutes of all labor/management meetings. Such minutes 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.

## 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. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Christmas Day
14. 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 fourteen (14) 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.



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. Effective July 1, 2024, vacation leave credit shall commence on the first day of employment with PEF and shall be at the rate of;
- a. Four and one-quarter (4.25) hours per pay period for employees with up to 3 years of employment.
  - b. Employees with at least 3 years and not more than 5 years: five (5) hours per pay period.
  - c. Employees with at least 5 years but not more than 15 years; five and one-half (5.5) hours per pay period.
  - d. Employees with 15 years or more: five and three-quarters (5.75) hours per pay period.

B. Until June 30, 2024, 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. For the period up to June 30, 2024, 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 280 hours on the last day of any contract year.
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 280 hours 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 280 hours. PEF may withhold such payment if an employee retires or separates (except in case of death) from service without giving written notice at least two (2) weeks prior to the last day of work.

## 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 childcare 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 childcare 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. Until June 30, 2024, 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.
- b. Effective July 1, 2024, upon hire an employee shall be granted thirty-five (35) hours sick leave. After twenty (20) weeks the employee shall be credited with three and one-half (3.5) hours of sick leave per pay period, Sick leave credits may be accumulated up to a max of 1820 hours.
- c. Employees in the Administrative Service with a minimum of 1 year of service shall be granted twenty-one additional hours of sick leave per year, in addition to the sick leave provided in Section 15(B)(1)(a) or (b) above, which shall be credited to the employee on each July 1st thereafter. These additional hours 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) or (b). 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) shall not exceed the maximum of 1820 hours.

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 workday 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 workdays 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: spouse or domestic partner, children, parents, siblings, grandparents, or grandchildren, spouse or domestic partner's children, parents, siblings, grandparents, or grandchildren or a relative or individual living in the immediate household.

### 3. Prolonged Illness or Disability

#### a. Extended Sick Leave

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 ensure 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 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, Melinda Gordon, Haydee Rosario, 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 - 95% of salary at the time of disability for the first two (2) months, 90% of salary for the next two (2) months, and 85% of salary for the last two (2) months
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 July 1, 2022. 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 280 hours 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 ensure 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 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) the approximate date of such return.
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 280 hours 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 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, Melinda Gordon, Haydee Rosario, 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 July 1, administrative employees (categories 1-8) shall be granted a total of thirty-five (35) hours of personal leave and professional employees (categories 9-15) shall be granted a total of twenty-eight (28) hours of personal leave, and each year thereafter. 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.

#### D. Bereavement Leave

Employees will be granted up to twenty-one (21) hours of leave for bereavement in the event of a death in the immediate family: spouse or domestic partner, children, parents, siblings, grandparents, or grandchildren, spouse or domestic partner's children, parents, siblings, grandparents, or grandchildren or a relative or individual living in the immediate household. The President of PEF or his/her designee may, if the circumstances warrant, grant twenty-one (21) additional hours.

#### E. Childcare Leave

1. Effective upon ratification employees shall be entitled to a Childcare 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) workdays 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 Childcare 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 childcare 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

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. 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 and/or sick 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 and/or sick leave credits may be donated. Donations must be made in either 3 1/2 hours or 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.
5. The donating employee must retain a minimum of seventy (70) hours of earned vacation credit or sick credits, with respect to the type of leave donated 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.

#### J. Cancer Screening Leave

Employees shall be entitled to up to four hours of paid leave annually for 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 physical exams for 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.

#### K. Paid Family Leave

1. Employees are entitled to Paid Family Leave as mandated by the State of New York. Employees may charge leave credits to remain in a full pay status during such leave.
2. Employees on New York State Paid Family Leave to bond with a newly born, adopted, or fostered child shall receive their full regular salary, less the amount of any Paid Family Leave benefits they are entitled to during such absence. To receive this supplement, the employee must take such leave in one block of time; it cannot be intermittent.
  - a. Employees remain eligible to accrue leave credits when they are receiving the Paid Family Leave benefit and supplement, only if they opt to charge accruals, have the insurance provider pay PEF, and then have their full accruals reimbursed by PEF.

- b. Employees are not eligible to accrue leave credits when they elect to be paid directly by the insurance provider for Paid Family Leave. They are, however, still eligible to receive the supplement from PEF.

#### L. Uniformed Services Leave

PEF agrees to conform to the requirements under the Uniformed Service Employment and Reemployment Rights Act (USERRA). Consistent with such Act, Uniformed Services are considered to be all categories of military training and service, including duty performed on a voluntary or involuntary basis in time of peace or war. USERRA applies to persons serving in the active components of the Armed Forces, Guard or Reserve and the National Disaster Medical System and the Commissioned Corps of the Public Health Service. PEF also agrees to provide additional support and consideration to veterans and encourage them to take advantage of support services from various providers. Upon request from an employee who is a veteran, PEF will coordinate for the NYS Division of Veteran Services (DVS) to meet with veteran employees at a PEF office to answer questions and provide assistance. Additionally, PEF will provide release time in full or partial day increments up to the equivalent of two (2) days for veteran support services such as EAP, medical services, including VA hospital services, DVS, or other veteran services.

A full-time permanent employee who is a member of the armed forces of New York State or any reserve component of the armed forces of the United States shall be entitled to military leave with pay up to ten (10) working days per calendar year, without charge to accruals for required annual training drill/battle assemblies, and/or up to forty (40) working days if they are ordered to active duty as a result of an emergency (natural disaster or civil disorder) per calendar year. During such leave, the employee's position shall be held, and the employee shall be credited with such time for seniority purposes. The employee's pay shall be reduced by any pay earned from such military service. Nothing in this article shall be construed to abridge the rights and privileges guaranteed service members in the Uniformed Services Employment and Reemployment Rights Act (USERRA) and other applicable law.

## **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 or by the use of an electronic time accrual system.

## 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.

Employees who participate in the PEF Healthcare Plan shall pay bi-weekly the employee premium contributions based upon their base salary (shall not include overtime, downstate adjustment, or other salary enhancements) as set forth in Appendix C.

At an employee's election, employee premium contributions under this paragraph shall be processed under a pre-tax contribution program. Such program will continue until and unless modified or exempted by the Internal Revenue Code. PEF agrees to meet and confer with USW in the event of changes to the administration or provision of the pre-tax contribution program.

B. Until December 31, 2023, the PEF Healthcare Plan structure will be divided into hospital, medical services, major medical, vision care, dental and prescription drug coverage. The PEF Healthcare Plan shall not include vision care and dental benefits, as those benefits shall be separately provided as set forth below.

1. The PEF healthcare plan will include a participating provider network for hospital, medical, and major medical 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. 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. Outpatient surgery shall be subject to a \$40.00 co-payment for each outpatient procedure.
7. 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.
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. PEF will also provide a vision care benefit that will reimburse employees 100% of the negotiated rate when the employee utilizes a participating provider, or at 80% of the usual and customary

charge of the charge of the physician or optometrist, whichever is lower, when the employee uses a non-participating provider for covered services.

a. Annual eye exams are covered in full at an in-network provider for contact wearers and eyeglasses.

b. Employees who utilize the vision benefits are also eligible for occupational VDT (video display terminal) eyeglasses, in conjunction with dress eyeglasses.

The occupational vision benefit covers the cost of one additional pair of job-related eyeglasses. Occupational eyeglasses must differ from the regular dress eyeglass prescription. Safety glasses are not covered. The vision care provider may ask the employee to complete a questionnaire regarding the nature of their work and whether a computer is used. The occupational vision benefit is available to employees only (i.e., dependents are not eligible).

11. PEF will also provide a dental benefit that will reimburse employees for diagnostic, and preventative services at 100% 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).

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.

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.1. Effective January 1, 2024, the PEF Healthcare Plan will be the Highmark PPO 800 plan or its equivalent. The benefits structure for the Highmark PPO 800 plan is outlined in Appendix D. The PEF Healthcare Plan structure will be divided into hospital, medical services, major medical, health reimbursement arrangement, and prescription drug coverage. The PEF Healthcare Plan shall not include vision care and dental benefits, as those benefits shall be separately provided as set forth below.
2. The PEF healthcare plan will be a part of the National BlueCard participating provider network.
3. The out-of-pocket-costs for the benefits under the Highmark PPO or its equivalent for those using an in-network provider will be the copayments listed in Appendix D.
4. The out-of-pocket costs for hospital and medical service benefits by a non-participating provider will be the copayments/coinsurance listed in Appendix D.
5. Anesthesiology, pathology, radiology, and emergency medical services provided in a participating hospital setting benefits shall be covered benefits, subject to the copayments listed in Appendix D.
6. Employees utilizing a participating provider for covered major medical benefits will be subject to the copayments listed in Appendix D.



7. Outpatient surgery, emergency room visits, and ambulance transportation will be subject to the copayments listed in Appendix D.
8. Employees utilizing a non-participating provider for covered major medical benefits will pay the copayments/coinsurance listed in Appendix D.
9. Any copays related to medical benefits, not listed above, will be listed in Appendix D.
10. PEF will also provide a vision care benefit that will reimburse employees 100% of the negotiated rate when the employee utilizes a participating provider, or at 80% of the usual and customary charge of the charge of the physician or optometrist, whichever is lower, when the employee uses a non-participating provider for covered services.
  - a. Annual eye exams are covered in full at an in-network provider for contact wearers and eyeglasses.
  - b. Employees who utilize the vision benefits are also eligible for occupational VDT (video display terminal) eyeglasses, in conjunction with dress eyeglasses.

The occupational vision benefit covers the cost of one additional pair of job-related eyeglasses. Occupational eyeglasses must differ from the regular dress eyeglass prescription. Safety glasses are not covered. The vision care provider may ask the employee to complete a questionnaire regarding the nature of their work and whether a computer is used. The occupational vision benefit is available to employees only (i.e., dependents are not eligible).

11. PEF will also provide a dental benefit that will reimburse employees for diagnostic and preventative services at 100% 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).

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.

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.

- D. Until December 31, 2023, the health insurance plan (exclusive of 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.

Effective January 1, 2024, the PEF health insurance plan will be subject to a \$3,750 annual out-of-pocket maximum per person and \$7,500 annual out-of-pocket maximum per family for in-network services. Covered medical expenses incurred by a plan member after that member has paid the \$3,750 individual or \$7,500 family out of pocket maximum in cost share for in-network services will not be subject to additional cost share for the remainder of the calendar year.

Further, the PEF health insurance plan will be subject to a \$2,500 annual out-of-pocket

maximum per person and \$5,000 annual out-of-pocket maximum per family for out-network services. Covered medical expenses incurred by a plan member after that member has paid the \$2,500 individual or \$5,000 family out of pocket maximum in cost share for out-network services will not be subject to additional cost share for the remainder of the calendar year.

E. Until December 31, 2023, 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. Effective January 1, 2024, the annual deductibles will be subject to the deductibles listed in Appendix D.

F. Effective January 1, 2024, active employees will be entitled to use funds from a Health Reimbursement Arrangement (herein “HRA”) to pay for any IRS qualified medical expenses with a point of service payment model, at the following annual benefit level:

Individual Coverage	\$850 per year
Two person / Employee plus child coverage	\$1,100 per year
Family / Employee plus children coverage	\$1,600 per year

G. Until December 31, 2023, coverage under the PEF healthcare plan will be available for an annual routine or periodic physical for staff members and the spouses/domestic partners of staff. Effective January 1, 2024, coverage for annual routine or periodical physical for staff members and the spouses/domestic partners of staff will be covered as listed in Appendix D.

H. The definition of who is covered under the PEF Healthcare Plan, dental and vision benefits shall 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.

I. PEF shall provide above coverage for dependents to age 26.

J. PEF shall provide coverage under the PEF healthcare plan, and dental and vision benefits 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.

K. Pre-Authorization

Until December 31, 2023, 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

Effective January 1, 2024, pre-authorization rules will be those outlined in the Highmark PPO 800 or an equivalent plan’s certificate of coverage.

L. Prescription Drugs

1. Until December 31, 2023, 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 – Retail Pharmacy Copays:		30 Day Supply
	Tier 1 – Generic Drug	0*
	Tier 2 – Generic 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 – Mail Order Pharmacy Copays:		31-90 Day Supply
	Tier 1 – Generic Drug	-0-
	Tier 2 – Preferred Drug	\$25
	Tier 3 – Non-Preferred Drug	\$60

A mail order program will be offered which will allow plan members to obtain a 31-to-90-day supply of specific maintenance drugs.

Effective January 1, 2024, the prescription drug coverage provided by PEF under the PEF Healthcare Plan will use a three-tier formulary established by Highmark or an equivalent plan’s administrator with the co-pays listed in Appendix D.

2. Until December 31, 2023, 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 dentists 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. Effective January 1, 2024, the formulary exception process will follow the rules established in the Highmark PPO 800 or an equivalent plan's certificate of coverage.

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. Until December 31, 2023, prescriptions for maintenance drugs filled at a local pharmacy may only be filled for up to a 90-day supply.
4. Until December 31, 2023, 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. Effective January 1, 2024, the out-of-pocket maximum for the PEF Healthcare Plan will be as indicated as set forth in Appendix D.
5. Until December 31, 2023, diabetic supplies may be obtained as a covered prescription drug benefit subject only to the appropriate drug co-payment. Effective January 1, 2024, to the in-network and out-of-network cost share for diabetic supplies will be as indicated in Appendix D.
6. Quantity Limitations

Until December 31, 2023, PEF may impose quantity limits on 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.

Effective January 1, 2024, the rules regarding supply limits and the process for appealing those limits will be those outlined in the Highmark PPO 800 or an equivalent plan's certificate of coverage.

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

7. Step Therapy

Until December 31, 2023, 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.

Effective January 1, 2024, the Step Therapy process will follow those outlined in the Highmark PPO 800 or an equivalent plan's certificate of coverage.

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.

M. Effective January 1, 2024, referrals pursuant to a guaranteed access program will follow the procedures outlined in the Highmark PPO 800 or an equivalent plan's certificate of coverage.

#### N. Waiting Period

New hires shall have a thirty (30) day waiting period before they are eligible for the benefits provided under this article.

#### O. 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 the President of USW Local 9265.
2. The Committee shall meet at least quarterly.
3. The Committee shall review the utilization data provided by the PEF Healthcare Plan administrators and dental and vision 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 Supply Limits 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 preventative 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 prescriptions 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.

P. Employees may change their PEF Healthcare Plan coverage (e.g., switch from family to individual or vice versa; elect to participate in the opt-out program; voluntarily enroll in or cancel PEF Healthcare Plan coverage) each year during the annual open enrollment period. PEF will provide a comparison of rates to employees prior to the beginning of the open enrollment period. Outside of the open enrollment period, employees may only change their coverage if they experience a qualifying event as defined by the Internal Revenue Code and the regulations thereunder.

**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**

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. 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.

**D. 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).

**E. 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>
7/1/22	\$4,373	\$2,188
7/1/23	\$4,679	\$2,341
7/1/24	\$5,007	\$2,505
7/1/25	\$5,357	\$2,680

**F. Administrative Staff Bonus**

Administrative employees hired on or before the preceding October 25 shall receive bonuses on or before the first pay period in December of each year. Effective July 1, 2023, the amount of the administrative bonus shall be \$825. Effective July 1, 2024, the amount of the administrative bonus shall be \$840. Effective July 1, 2025, the amount of the administrative bonus shall be \$855.

#### G. Vacation Buy-Back

All employees may, during each PEF fiscal year (April 1-March 31), cash in up to fifteen earned and accrued vacation days. Requests to cash in vacation should be made in writing to the President of PEF or his/her designee. Employees may sell vacation days up to two times per fiscal year, but in no event shall the total number of days sold in a fiscal year exceed fifteen days. Employees may receive the vacation buy-back either as a direct payment through a payroll check/direct deposit or a contribution to their 401k.

#### H. 401k Plan

1. PEF shall continue the 401k plan established during the 1999-2003 agreement.
2. 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.

#### I. 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 I of this article shall be dealt with pursuant to Article 11 of this agreement and shall not be grievable.

#### J. Health Insurance Opt-Out Program

1. 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. Employees who choose to opt out will receive the following annual payments:

<u>Those previously enrolled for:</u>	<u>Will Receive (up to 12/31/2023) after 1/1/2024:</u>	
Individual Coverage	\$2,000	\$3000
Two-Person Coverage/Adult with Child(ren)	\$3,000	\$4000
Family Coverage	\$4,000	\$5000



2. Once employees elect to participate in the opt-out program, they may not reenroll in the PEF Healthcare Plan until the next annual option transfer period, unless they experience a qualifying event as defined by the Internal Revenue Code and the regulations thereunder.
3. Employees must 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 who opt-out are deemed “enrolled” at the time of retirement to be eligible for retiree health insurance coverage.

#### K. Productivity Enhancement Program

1. PEF will allow employees to trade previously accrued and earned vacation, personal and/or administrative sick leave in return for a credit to be applied toward their employee share of the PEF Health insurance plan premiums on a biweekly basis.
2. The enrollment period for each calendar year will be conducted during the open enrollment period for the PEF Health insurance plan.
3. Administrative employees (categories 1-8), who enroll in the program will be eligible to trade either a total of 1, 2 or 3 vacation, personal and/or administrative sick leave days to their credit at the time of enrollment in return for a credit of up to \$200, \$400, and \$600, respectively, to be applied toward the employee share of PEF Health insurance premiums deducted from biweekly paychecks in each year.
4. Professional employees (categories 9-15), who enroll in the program will be eligible to trade either a total of 2, 3 or 4 vacation, personal and/or administrative sick leave days to their credit at the time of enrollment in return for a credit of up to \$600, \$900 or \$1200, respectively, to be applied toward the employee share of PEF Health insurance premiums deducted from biweekly paychecks in each year.
5. The credit will be divided evenly among the paydays that fall in the applicable calendar year.
6. Once enrolled, employees continue to participate unless they separate from PEF service or cease to be PEF Health insurance plan holders. Employees must submit a separate enrollment form for each calendar year in which they wish to participate. Unused leave traded in association with this program will be returned to employees who cease to be eligible for participation in the program.
7. If during the calendar year an employee enrolled in this program, switches from the administrative service unit to the professional service unit or from the professional service unit to the administrative service unit, any unused leave credit from the previous service unit will be returned. In such case of a change of service unit, the employee may elect to file a new enrollment within forty-five (45) days of the change in their service unit.

## 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.
- 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 sub-paragraph 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.
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.
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.

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. All requests for reimbursement of expenses and expense vouchers shall be submitted through the electronic system designated by PEF.

- 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.
  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. Breakfast, lunch, and dinner reimbursement rates for this purpose shall be calculated at 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 –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 or the President, 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 at the discretion of the Secretary-Treasurer or his/her designee or the President, 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 the President's designee.
- 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 the President's designee.
- 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:

1. PEF will provide an expense allowance per month to all Field Representatives, Organizers and Organizing Coordinators.

As of July 1, 2022 - \$66

As of July 1, 2023 - \$68

As of July 1, 2024 - \$70

As of July 1, 2025 - \$72

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, Organizer or Organizing Coordinator 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, Organizer or Organizing Coordinator does not need to provide any reports, vouchers, or receipts regarding how this allowance is spent. The expense allowance shall be paid by the 15th of each month.

2. PEF will reimburse employees, other than Field Representatives, Organizers and Organizing Coordinators 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, Organizers and Organizing Coordinators for the expense of meals incurred for members, witnesses, and themselves during the course of an arbitration 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. In the event that an employee elects to use his/her cellular phone and/or electronic device (“device”) to conduct the business of PEF, such employee retains an expectation of privacy in the personal data contained in the device. Absent the employee’s consent or as authorized by law, rule or regulation, PEF shall not access, view, or use, personal data that is not in a PEF application/system, in the employee’s device.

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 Union Lawyers Alliance;
2. 100% of each attorney’s biennial 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. The following titles: Field Representative, Training Specialist, Health and Safety Trainer II, Health and Safety Specialist, Reporter/Editor, Organizer, and Nurse Coordinator shall be entitled to a transportation allowance as provided below.

1. For the period up to June 30, 2024, the monthly transportation allowance shall be paid by the 15<sup>th</sup> of each month:

Effective 7/1/22	\$575 (Regions 1-9)
	\$607 (Regions 10-12)
Effective 7/1/23	\$593 (Regions 1-9)
	\$625 (Regions 10-12)

2. Effective July 1, 2024, the transportation allowance shall be paid in each bi-weekly paycheck:

Effective 7/1/24	\$282 (Regions 1-9)
	\$297 (Regions 10-12)
Effective 7/1/25	\$290 (Regions 1-9)
	\$306 (Regions 10-12)

3. Until June 30, 2024, 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.

4. Effective July 1, 2024, the transportation allowance will be prorated for new employees for their first pay period of employment, and for the last pay period 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.

5. 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.

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 \$75 per month added to their transportation allowance.



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;
  - 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.

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 or who is an Organizing Coordinator. 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 seven (7) years old or with no more than 125,000 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), all-season tires, and hands-free telephone capabilities. 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 seven (7) years old or with no more than 125,000 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), all-season tires, and hands-free telephone capabilities.

3. PEF vehicles shall receive an inspection from a dealer of the manufacturer of such vehicle at 80,000, 95,000 and 110,000 miles that lists any repairs that may be needed, and PEF shall make such repairs. A copy of the inspection report and repairs shall be provided to USW.

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.

#### I. Organizing Coordinator Transportation

PEF shall reimburse for travel or furnish a rental vehicle or provide a vehicle, for any person in an Organizing Coordinator title as set forth herein:

1. When the Organizing Coordinator's travel includes transporting large quantities of materials, as determined by PEF, the Organizing Coordinator shall be provided a rental vehicle, or otherwise provided a vehicle.
2. When the Organizing Coordinator's travel does not include transporting large quantities of materials, as determined by PEF, the Organizing Coordinator shall be provided a rental vehicle, or otherwise provided a vehicle, when required to travel outside of the Organizing Coordinator's assigned PEF Region.
3. When the Organizing Coordinator's travel does not include transporting large quantities of materials, as determined by PEF, and the Organizing Coordinator is required to travel within the Organizing Coordinator's assigned PEF Region, the Organizing Coordinator shall use the Organizing Coordinator's own automobile for PEF business and shall be reimbursed pursuant to Article 21 (H).
4. If PEF provides the Organizing Coordinator with a vehicle, such vehicle shall be no more than seven (7) years old with no more than 125,000 miles for the use of the PEF Organizing Coordinator 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), all-season tires, and hands-free telephone capabilities. When PEF provides a rental vehicle, such vehicle shall have the same minimum equipment, but not necessarily the additional equipment, set forth in this paragraph.

5. Any PEF Organizing Coordinator vehicle shall receive an inspection from a dealer of the manufacturer of such vehicle at 80,000, 95,000 and 110,000 miles that lists any repairs that may be needed, and PEF shall make such repairs. A copy of the inspection report and repairs shall be provided to USW.

J. All employees who use a PEF vehicle must have on file with PEF Human Resources department a valid driver's license and a current NYS Driver Safety certification issued by the National Safety Council.

## 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. Employees who retire from PEF shall have the right to retain health insurance coverage in the PEF Healthcare Plan and/or PEF dental and vision benefits, or in another plan, including any not offered by PEF, if any employee so chooses, 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. Retirees choosing the PEF Healthcare plan, shall continue to have coverage 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.

All financial assistance related to retiree health insurance provided by PEF hereunder, will be provided through a Health Reimbursement Arrangement (HRA) as allowed by the Internal Revenue Code. The HRAs shall allow retirees to be reimbursed for premiums, deductibles, and co-pays for their medical, prescription drug, dental and vision insurance. Such insurance need not be purchased from PEF to be eligible for the reimbursement. Reimbursement shall be made within thirty (30) days of receipt of the request.

4. Retiree health insurance coverage options will be the same as is available under COBRA (individual, two person, single & child(ren), family, and Medicare enrolled coverage) and the premium will be the same as the COBRA premium for the PEF Healthcare Plan.
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. The retiree may elect to change the percentage offset at any time, with thirty (30) days notice to PEF.

- 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 (see appendix E for the actuarial schedule effective 1/1/2024). Employees who retired on or before 12/31/23 will receive the benefit based on the previous actuarial table. 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. 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 one hundred forty (140) hours 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 the IRS limits.

8. Effective July 1, 2023, PEF will contribute a defined contribution of 4.0% of the gross salary (which shall mean total gross compensation) of the entire PEF and MBP employees into the Retiree Premium Fund each year. Additionally, the equivalent monies, of any unspent health reimbursement arrangement funds for active employees pursuant to Article 17.F, will be added into the retiree premium fund at the end of the fiscal year.
9. Until December 31, 2023, the partial premium offset from the Retiree Premium Fund will be computed by determining the lesser of:
  - a. 25% of the retiree's premium expense; 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-married 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.

Effective January 1, 2024, the partial premium offset from the Retiree Premium Fund will be computed by determining the lesser of:

For the following years of PEF service:	This percentage of the premium share to be covered by the fund:
Employees who retire with less than 10 years of service.	25%
Employees with 10 years of service and less than 15 years of service.	50%
Employees with 15 years of service and less than 20 years of service.	60%
Employees with 20 years or more of service.	70%

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.

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-married 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, dental and/or vision benefits 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 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.

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. Notification of all vacancies shall be made to all unit members to their work email.
2. Unit members shall have ten (10) days to make applications for such vacancies.
3. All notifications shall contain a description of the positions to be filled together with an explanation of the qualifications required.

### 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

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 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.
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.
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 three (3) business days notice to the Human Resources Department. If the employee is not available to review the personnel file in person at PEF Headquarters with the Human Resources Department, then a copy of 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.
- C. An employee may request a complete copy of their personnel file. An employee may request a copy of his/her personnel file be provided directly to a specific USW representative by providing PEF HR with a signed authorization. Any copies requested hereunder shall be provided to the unit member or USW representative within five (5) business days. Such file will be provided by email, unless the member or USW representative make arrangements to pick up in person at PEF HR the personnel file.

## ARTICLE 25 — Unit Work

- 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 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 merge 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 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, sexual preference, or gender identification.

## ARTICLE 31 — Compensation

### A. Categories:

1. Communications Technician Trainee (2 years)
2. Account Clerk, Retirees Account Clerk Typist, Service Associate, Switchboard Operator/Receptionist
3. Office Assistant I, Marketing Associate, Division Information Account Clerk, Benefits Services Representatives, Retirees' Information Account Clerk
4. Office Assistant II, Communications Technician, Travel Assistant
5. Office Assistant/Typesetter, Jr. Research Assistant/ Intake Coordinator, Retirees' Assistant, Division's Information Assistant, Education Assistant/ Intake Coordinator, Bookkeeper (Membership Benefits), Bookkeeper/Office Assistant (Membership Benefits), Legal Office Assistant, Marketing Assistant, Inventory Assistant, Senior Benefits Services Representatives, Divisions Assistant, Information Systems Coordinator
6. Legislative Assistant, Contract Administration Assistant, Labor/Management Assistant, Senior Divisions Assistant, Membership Engagement Administrative Assistant, Senior Communications Technician, Health and Safety Assistant
7. (Reserved for possible future use.)
8. Jr. Graphic Artist, Jr. Graphic Artist (Membership Benefits)
9. Health and Safety Trainer I
10. Information Systems Technician, Advertising Account Executive, Grants Coordinator/Health & Safety Associate, Reporter/Writer, Communications Coordinator, Digital/Social Media Marketing Specialist (Membership Benefits)
11. Research Assistant, Computer Programmer/Analyst
12. Research Associate, Reporter/Editor, Health Program Analyst, Health & Safety Specialist, Contract Administrator, Budget Analyst, Organizer, Nurse Coordinator, Training Specialist, Policy/Fiscal Analyst, Graphic Artist, Health Benefits Specialist, Health and Safety Trainer II, Field Representative, Membership Benefits Graphic Artist, Insurance Benefits Specialist (Membership Benefits), Organizing Coordinator, Marketing Contract Specialist (Membership Benefits)
13. Senior Programmer Analyst
14. (Reserved for possible future use.)
15. Attorneys

## B. Salary and Salary Schedules

1. Effective July 1, 2022, the salary schedule for employees in all job categories shall be increased by two (2) percent.
2. Effective July 1, 2023, the salary schedule for employees in all job categories shall be increased by three (3) percent.
3. Effective July 1, 2024, the salary schedule for employees in all job categories shall be increased by three (3) percent.
4. Effective July 1, 2025, the salary schedule for employees in all job categories shall be increased by three (3) percent.
5. Effective January 1<sup>st</sup>, 2024, the salary schedule for those in Job Category 15 shall be amended as set forth in Appendix A.
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

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.

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.
  - 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 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 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.

#### I. Signing Bonus and Lump Sum Payments

1. PEF will pay to each employee who is on the PEF payroll (or approved leave) on December 1, 2023, and who remains continuously on the PEF payroll (or approved leave) through April 1, 2024, a signing bonus of \$3,000.00 in the first pay period after April 1, 2024, which signing bonus shall not be added to base salary and is not pensionable.
2. PEF will pay to each employee who is on the PEF payroll (or approved leave) on April 1, 2024, a lump sum payment of \$600.00 in the first pay period after April 1, 2024, which lump sum payment shall not be added to base salary and is not pensionable.

3. PEF will pay to each employee who is on the PEF payroll (or approved leave) on April 1, 2025, a lump sum payment of \$600.00 in the first pay period after April 1, 2025, which lump sum payment shall not be added to base salary and is not pensionable.

J. Retroactive Payments

Any retroactive payments due by virtue of the ratification of this Agreement to an employee under Paragraph B of this Article will be paid to each employee in a separate check or ACH, as the case may be, separate from regular wages as soon as practicable following ratification, but in no event later than forty-five (45) days after ratification.

### **ARTICLE 32 — Dependent Care**

- A. Effective upon the first full calendar quarter following ratification, PEF shall allocate \$9,200 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 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
- F. PEF shall grant a sufficient amount of release time each year for two-unit members to attend the USW Health, Safety and Environmental Conference. The use of such leave shall be subject to the approval of the President of PEF or his/her designee and shall not be unreasonably denied.

## 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 need for continuing education and training for staff, the implementation and/or the revision of orientation programs.
      - (i) Staff Development Training: 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: 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 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. PEF shall include funding in the PEF Budget in the amount of \$25,000 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. 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.

- 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.

### **ARTICLE 38 — Term of Agreement**

This Agreement shall take effect on July 1, 2022, and remain in effect until June 30, 2026.

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.

**USW LOCAL 9265 AND NYS PUBLIC EMPLOYEES FEDERATION (PEF) AGREEMENT SIGNATURE PAGE**

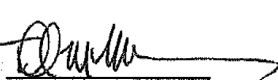
**2022-2026 COLLECTIVE BARGAINING AGREEMENT**


**For PEF**

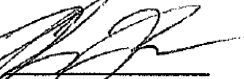
  
**Wayne Spence**  
President

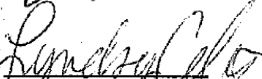
  
**Joseph Donahue**  
Secretary-Treasurer


  
**Danielle Bridger**  
Region 8 Coordinator/  
Contract Chair


  
**Todd Kerner**  
Executive Director/  
Chief Negotiator

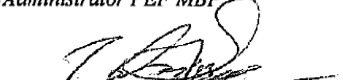
  
**Bruce Giddings**  
PEF Trustee

  
**Raymond Brown**  
Director of Finance

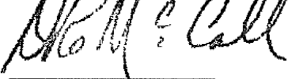
  
**Lyndsy Celestino**  
HR Administrator

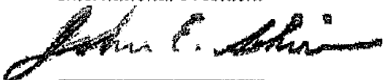
  
**Rebecca Lalli**  
Paralegal


  
**Stephanie McLean-Beathley**  
Administrator PEF MBP


  
**John Svare**  
Deputy General Counsel

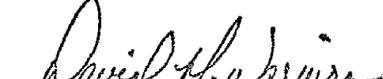
**For USW International**


  
**David McCall**  
International President

  
**John E. Shinn**  
International Secretary-Treasurer


  
**Emil Ramirez**  
International V.P., Administration

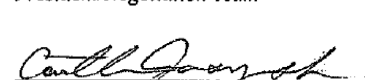
  
**Kevin Mapp**  
International V.P., Human Affairs

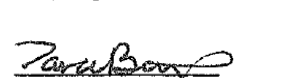
  
**David M. Wasiura**  
Director, District 4


  
**Cary Eldridge**  
Staff Representative


**For USW Local 9265**

  
**Edward Bradley**  
President/Negotiation Team

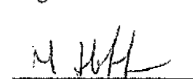
  
**Caitlin Janiszewski**  
Chief Negotiator

  
**Tara Bentley**  
Vice President/Negotiation Team

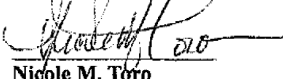
  
**Shawn Bobb**  
Steward/Negotiation Team

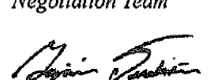
  
**Sue Finck**  
Negotiation Team

  
**Erika Fraiser**  
Negotiation Team

  
**Melinda Hoffman**  
Negotiation Team

  
**Bradley Kolb**  
Negotiation Team

  
**Nicole M. Toro**  
Negotiation Team

  
**Benjamin Traslaviña**  
Negotiation Team

## Appendix A

### Salary Schedules by Job Category

Category 1					
		2%	3%	3%	3%
Steps	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
Hiring Rate	32,507	33,157	34,152	35,177	36,232
Step 1	34,087	34,769	35,812	36,886	37,993
Step 2	35,665	36,378	37,469	38,593	39,751
Step 3	37,245	37,990	39,130	40,304	41,513
Step 4	38,822	39,598	40,786	42,010	43,270
Job Rate 5	40,400	41,208	42,444	43,717	45,029
8 Yr. Long 6	41,979	42,819	44,104	45,427	46,790
12 Yr. Long 7	43,557	44,428	45,761	47,134	48,548
16 Yr. Long 8	45,135	46,038	47,419	48,842	50,307
20 Yr. Long 9	46,713	47,647	49,076	50,548	52,064

Category 2					
		2%	3%	3%	3%
Steps	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
Hiring Rate	35,726	36,441	37,534	38,660	39,820
Step 1	37,953	38,712	39,873	41,069	42,301
Step 2	40,178	40,982	42,211	43,477	44,781
Step 3	42,406	43,254	44,552	45,889	47,266
Step 4	44,631	45,524	46,890	48,297	49,746
Job Rate 5	46,857	47,794	49,228	50,705	52,226
8 Yr. Long 6	49,083	50,065	51,567	53,114	54,707
12 Yr. Long 7	51,306	52,332	53,902	55,519	57,185
16 Yr. Long 8	53,532	54,603	56,241	57,928	59,666
20 Yr. Long 9	55,758	56,873	58,579	60,336	62,146

Category 3					
		2%	3%	3%	3%
Steps	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
Hiring Rate	37,566	38,317	39,467	40,651	41,871
Step 1	39,850	40,647	41,866	43,122	44,416
Step 2	42,132	42,975	44,264	45,592	46,960
Step 3	44,413	45,301	46,660	48,060	49,502
Step 4	46,695	47,629	49,058	50,530	52,046
Job Rate 5	48,976	49,956	51,455	52,999	54,589
8 Yr. Long 6	51,259	52,284	53,853	55,469	57,133
12 Yr. Long 7	53,542	54,613	56,251	57,939	59,677
16 Yr. Long 8	55,824	56,940	58,648	60,407	62,219
20 Yr. Long 9	58,107	59,269	61,047	62,878	64,764

Category 4					
		2%	3%	3%	3%
Steps	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
Hiring Rate	40,884	41,702	42,953	44,242	45,569
Step 1	43,201	44,065	45,387	46,749	48,151
Step 2	45,516	46,426	47,819	49,254	50,732
Step 3	47,834	48,791	50,255	51,763	53,316
Step 4	50,150	51,153	52,688	54,269	55,897
Job Rate 5	52,467	53,516	55,121	56,775	58,478
8 Yr. Long 6	54,782	55,878	57,554	59,281	61,059
12 Yr. Long 7	57,101	58,243	59,990	61,790	63,644
16 Yr. Long 8	59,417	60,605	62,423	64,296	66,225
20 Yr. Long 9	61,731	62,966	64,855	66,801	68,805

Category 5					
		2%	3%	3%	3%
Steps	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
Hiring Rate	44,792	45,688	47,059	48,471	49,925
Step 1	46,924	47,862	49,298	50,777	52,300
Step 2	49,054	50,035	51,536	53,082	54,674
Step 3	51,184	52,208	53,774	55,387	57,049
Step 4	53,313	54,379	56,010	57,690	59,421
Job Rate 5	55,442	56,551	58,248	59,995	61,795
8 Yr. Long 6	57,576	58,728	60,490	62,305	64,174
12 Yr. Long 7	59,704	60,898	62,725	64,607	66,545
16 Yr. Long 8	61,834	63,071	64,963	66,912	68,919
20 Yr. Long 9	63,962	65,241	67,198	69,214	71,290

Category 6					
		2%	3%	3%	3%
Steps	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
Hiring Rate	48,408	49,376	50,857	52,383	53,954
Step 1	50,403	51,411	52,953	54,542	56,178
Step 2	52,400	53,448	55,051	56,703	58,404
Step 3	54,398	55,486	57,151	58,866	60,632
Step 4	56,393	57,521	59,247	61,024	62,855
Job Rate 5	58,390	59,558	61,345	63,185	65,081
8 Yr. Long 6	60,388	61,596	63,444	65,347	67,307
12 Yr. Long 7	62,384	63,632	65,541	67,507	69,532
16 Yr. Long 8	64,379	65,667	67,637	69,666	71,756
20 Yr. Long 9	66,376	67,704	69,735	71,827	73,982

Category 7					
		2%	3%	3%	3%
Steps	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
Hiring Rate	49,474	50,463	51,977	53,536	55,142
Step 1	52,290	53,336	54,936	56,584	58,282
Step 2	55,077	56,179	57,864	59,600	61,388
Step 3	57,920	59,078	60,850	62,676	64,556
Step 4	60,736	61,951	63,810	65,724	67,696
Job Rate 5	63,551	64,822	66,767	68,770	70,833
8 Yr. Long 6	66,368	67,695	69,726	71,818	73,973
12 Yr. Long 7	69,183	70,567	72,684	74,865	77,111
16 Yr. Long 8	71,998	73,438	75,641	77,910	80,247
20 Yr. Long 9	74,814	76,310	78,599	80,957	83,386

Category 8					
		2%	3%	3%	3%
Steps	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
Hiring Rate	50,540	51,551	53,098	54,691	56,332
Step 1	53,416	54,484	56,119	57,803	59,537
Step 2	56,295	57,421	59,144	60,918	62,746
Step 3	59,173	60,356	62,167	64,032	65,953
Step 4	62,049	63,290	65,189	67,145	69,159
Job Rate 5	64,928	66,227	68,214	70,260	72,368
8 Yr. Long 6	67,804	69,160	71,235	73,372	75,573
12 Yr. Long 7	70,683	72,097	74,260	76,488	78,783
16 Yr. Long 8	73,559	75,030	77,281	79,599	81,987
20 Yr. Long 9	76,434	77,963	80,302	82,711	85,192

Category 9					
		2%	3%	3%	3%
Steps	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
Hiring Rate	51,609	52,641	54,220	55,847	57,522
Step 1	55,080	56,182	57,867	59,603	61,391
Step 2	58,554	59,725	61,517	63,363	65,264
Step 3	62,028	63,269	65,167	67,122	69,136
Step 4	65,503	66,813	68,817	70,882	73,008
Job Rate 5	68,977	70,357	72,468	74,642	76,881
8 Yr. Long 6	72,451	73,900	76,117	78,401	80,753
12 Yr. Long 7	75,926	77,445	79,768	82,161	84,626
16 Yr. Long 8	79,399	80,987	83,417	85,920	88,498
20 Yr. Long 9	82,872	84,529	87,065	89,677	92,367

Category 10					
		2%	3%	3%	3%
Steps	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
Hiring Rate	52,673	53,726	55,338	56,998	58,708
Step 1	56,638	57,771	59,504	61,289	63,128
Step 2	60,607	61,819	63,674	65,584	67,552
Step 3	64,573	65,864	67,840	69,875	71,971
Step 4	68,540	69,911	72,008	74,168	76,393
Job Rate 5	72,506	73,956	76,175	78,460	80,814
8 Yr. Long 6	76,474	78,003	80,343	82,753	85,236
12 Yr. Long 7	80,442	82,051	84,513	87,048	89,659
16 Yr. Long 8	84,410	86,098	88,681	91,341	94,081
20 Yr. Long 9	88,378	90,146	92,850	95,636	98,505

Category 11					
		2%	3%	3%	3%
Steps	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
Hiring Rate	59,668	60,861	62,687	64,568	66,505
Step 1	65,019	66,319	68,309	70,358	72,469
Step 2	70,369	71,776	73,929	76,147	78,431
Step 3	75,723	77,237	79,554	81,941	84,399
Step 4	81,074	82,695	85,176	87,731	90,363
Job Rate 5	86,426	88,155	90,800	93,524	96,330
8 Yr. Long 6	91,780	93,616	96,424	99,317	102,297
12 Yr. Long 7	97,128	99,071	102,043	105,104	108,257
16 Yr. Long 8	102,478	104,528	107,664	110,894	114,221
20 Yr. Long 9	107,828	109,985	113,285	116,684	120,185

Category 12					
		2%	3%	3%	3%
Steps	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
Hiring Rate	63,154	64,417	66,350	68,341	70,391
Step 1	68,631	70,004	72,104	74,267	76,495
Step 2	74,108	75,590	77,858	80,194	82,600
Step 3	79,583	81,175	83,610	86,118	88,702
Step 4	85,061	86,762	89,365	92,046	94,807
Job Rate 5	90,538	92,349	95,119	97,973	100,912
8 Yr. Long 6	96,014	97,934	100,872	103,898	107,015
12 Yr. Long 7	101,492	103,522	106,628	109,827	113,122
16 Yr. Long 8	106,970	109,109	112,382	115,753	119,226
20 Yr. Long 9	112,447	114,696	118,137	121,681	125,331

Category 13					
		2%	3%	3%	3%
Steps	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
Hiring Rate	65,179	66,483	68,477	70,531	72,647
Step 1	70,725	72,140	74,304	76,533	78,829
Step 2	76,274	77,799	80,133	82,537	85,013
Step 3	81,823	83,459	85,963	88,542	91,198
Step 4	87,372	89,119	91,793	94,547	97,383
Job Rate 5	92,919	94,777	97,620	100,549	103,565
8 Yr. Long 6	98,340	100,307	103,316	106,415	109,607
12 Yr. Long 7	104,017	106,097	109,280	112,558	115,935
16 Yr. Long 8	109,563	111,754	115,107	118,560	122,117
20 Yr. Long 9	115,110	117,412	120,934	124,562	128,299

Category 14					
		2%	3%	3%	3%
Steps	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
Hiring Rate	67,202	68,546	70,602	72,720	74,902
Step 1	72,925	74,384	76,616	78,914	81,281
Step 2	78,648	80,221	82,628	85,107	87,660
Step 3	84,373	86,060	88,642	91,301	94,040
Step 4	90,096	91,898	94,655	97,495	100,420
Job Rate 5	95,822	97,738	100,670	103,690	106,801
8 Yr. Long 6	101,544	103,575	106,682	109,882	113,178
12 Yr. Long 7	107,270	109,415	112,697	116,078	119,560
16 Yr. Long 8	112,995	115,255	118,713	122,274	125,942
20 Yr. Long 9	118,719	121,093	124,726	128,468	132,322

Category 15						
		2%	3%		3%	3%
Steps	7/1/2021	7/1/2022	7/1/2023	1/1/2024	7/1/2024	7/1/2025
Hiring Rate	74,800	76,296	78,585	90,085	92,788	95,572
Step 1	80,374	81,981	84,440	92,940	95,728	98,600
Step 2	85,948	87,667	90,297	95,797	98,671	101,631
Step 3	91,524	93,354	96,155	99,155	102,130	105,194
Step 4	97,096	99,038	102,009	105,009	108,159	111,404
Step 5	102,672	104,725	107,867	110,867	114,193	117,619
Step 6	108,247	110,412	113,724	116,724	120,226	123,833
Step 7	116,840	119,177	122,752	125,752	129,525	133,411

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.



## Appendix B – Side Letters

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.

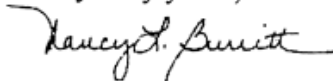
With respect to Article 19(9), an employee impacted by a layoff who cannot bump pursuant to Article 19(6) or (8) will be notified, in writing, of the title(s) held by all employees with less seniority within the same service. That notice will also include copies of the relevant job description and minimum 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.

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

MEMORANDUM OF AGREEMENT

BETWEEN

NEW YORK STATE PUBLIC EMPLOYEES FEDERATION, AFL, CIO

AND

UNITED STEEL WORKERS, AFL-CIO-CLC LOCAL 9265

This Agreement replaces and supersedes the Memorandum of Agreement (“MOA”) between The NEW YORK STATE PUBLIC EMPLOYEES FEDERATION, AFL-CIO (“PEF”) and the UNITED STEELWORKERS, AFL-CIO, CLC, LOCAL 9265 (“USW”) entered into December 2017 regarding switchboard operator/receptionist coverage.

WHEREAS, the parties agree that the Switchboard Operator/Receptionist (“Receptionist”) position must be covered full time during normal business hours, and


WHEREAS, the parties agree that a procedure for Switchboard Operator/Receptionist coverage during lunch breaks, relief breaks and scheduled and unscheduled absences is needed, and

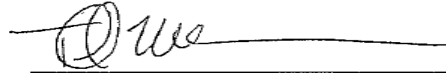
WHEREAS, the parties wish to modify the existing MOA signed December 22<sup>nd</sup> and 27<sup>th</sup>, 2017, and

The parties agree to the following:

1. Beginning as soon as practicable, Receptionist absences, breaks and lunches will be covered by a USW bargaining unit administrative staff person in the title of Receptionist Backup and Office Assistant (Floating).
2. A coverage roster will be created for the purpose of providing coverage under 3 and 4 below. The coverage roster will initially be established with the least senior USW Administrative Staff located at PEF Headquarters at the top. Once an employee is selected, their name will be moved to the bottom of the list.
3. In the event that the Receptionist or the Receptionist Backup and Office Assistant (Floating) is out of the office, the employee closest to the top of list who is in the office shall cover the breaks and lunches.
4. In the event that both the Receptionist and the Receptionist Backup and Office Assistant (Floating) are out of the office, the employee closest to the top of list who is in the office shall cover the Receptionist position (except for lunch and breaks) and the next employee closest to the top of list who is in the office shall cover the lunch and breaks.
5. This roster shall be kept by the Human Resources Department and updated whenever a change occurs. Any newly hired USW Administrative Staff person will be placed at the top of the list within 10 days of their first date of hire.

6. All USW administrative positions at headquarters will be on this coverage roster, except for any administrative USW position assigned to the Statewide Facilities Department.
7. The parties shall meet quarterly for one year after the Agreement has been implemented to discuss any issues and resolution of any problems with implementation. This Agreement may be modified at that time with the consent of both parties.

  
\_\_\_\_\_  
Edward Bradley  
President, USW Local 9265

  
\_\_\_\_\_  
Todd M. Kerner  
Executive Director, PEF

Dated: 4/4/24



New York State  
**PUBLIC EMPLOYEES  
FEDERATION AFL-CIO**

1168-70 Troy-Schenectady Road  
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Albany, NY 12212-2414

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(800) 342-4306  
Fax (518) 785-1814

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President  
  
Carlos J. Garcia  
Secretary-Treasurer

Wayne R. Bayer  
Wayne Spence  
Barbara A. Ulmer  
Vice Presidents

**REGIONAL  
COORDINATORS:**

Kevin Hintz  
Region 1

Region 2

John Prince  
Region 3

Peter Barits  
Region 4

James Moffitt  
Region 5

Jeanette St. Mary  
Region 6

Ed Snow  
Region 7

Nikki L. Brate  
Region 8

Vivian Street  
Region 9

Sheik Nabijohn  
Region 10

Jemma Marie-Hanson  
Region 11

Nora Gelsaer  
Region 12

**TRUSTEES:**

Ronald G. Brown  
Kenneth J. Johnson  
Maureen Kellman



August 8, 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 decisions regarding medical insurance, USW and PEF agree that the Joint Committee on Health Benefits will develop and provide educational material that will assist Medicare eligible retirees in evaluating the available PEF sponsored Medicare Advantage Plans versus remaining on the PEF plan.

In addition, the Joint Committee on Health Benefits shall be empowered to explore ways and means of providing reimbursement for Medicare Advantage/Supplement plans to Unit employees who opt out of the CBA Article 17 plan. Such reimbursement shall be consistent with the provisions of CBA Article 22 and may be enacted by joint agreement of the President of USWA 9265 and the President of PEF, during the term of this agreement.

Sincerely,

Daniel M. Steen  
Executive Director

Countersigned for USW

Bob Beckwith, President  
USW Local 9265

8/8/2014

Date

**Memorandum of Agreement (MOA)  
Between**

**The New York State Public Employees Federation, AFL-CIO  
and the United Steelworkers, AFL-CIO, CLC Local 9265  
Concerning a Pilot Program  
for Telecommuting**

PEF and USW recognize and agree that advancements in technology have allowed employees to provide services to PEF members while working from home. Both PEF and USW recognize and agree that accountability, work quality, and productivity of employees while telecommuting must remain as high as when work is performed in person in the office.

The parties hereby agree to the following pilot program for telecommuting.

**I. Eligibility**

Telecommuting is not an employee entitlement. Full discretion to either approve or disapprove an application for telecommuting rests solely within the discretion of PEF. PEF supports telecommuting where it is reasonable to do so based on PEF's mission, operational and program needs. PEF reserves the right to approve, disapprove, suspend, or revoke any individual's participation in this pilot program at any time. Failure to comply with any of the rules, policies and guidelines for telecommuting or not cooperating in an investigation related to the telecommuting program may result in disciplinary action.

Administrative employees in the titles of: Communications Technician Trainee, Communications Technician, Senior Communications Technician, Switchboard Operator/Receptionist, Office Assistant I (if assigned to Field Services), Office Assistant II (if assigned to Field Services), and Legal Office Assistant are ineligible. In addition, due to the nature of their work, Field Representatives, Organizers, Organizing Coordinators, and the Nurse Organizer are not covered by this program. All other employees may be eligible for the pilot program if the employee meets all of the following criteria as determined by PEF:

1. Must have satisfactorily completed probation in accordance with Article 5 of the CBA;
2. Must be deemed by PEF to have satisfactory performance;
3. Have work assignments that do not require a continued presence at the job location;
4. Productivity will not decrease when performing tasks at the alternate work site;
5. Additional work will not be generated for co-workers due to the employee telecommuting;
6. Permissible resources can be easily transported between the employee's official work site and the alternate work site; and
7. Will not violate any confidentiality agreement that may prohibit records or information from being removed from the official work site.

## **II. Application Process**

Eligible employees must complete the following steps to participate in the pilot program.

1. The employee must take telecommuting overview training conducted by PEF prior to applying for the Telecommuting Program.
2. The employee must submit a telecommuting application prepared by PEF to their supervisor.
3. Non-attorney professional employees may apply to telecommute for a maximum of one day per week.
4. Attorneys may apply to telecommute for a maximum of three days per pay period.
5. Eligible administrative employees may apply to telecommute for a maximum of one day per pay period.
6. The supervisor will review the application and forward it to the PEF President's designee.
7. In consultation with the supervisor, the President's designee approves/disapproves the application. A copy of the approval/disapproval will be sent to the supervisor and the employee.
8. If denied, the employee will be notified in writing of the reason for the denial and have the opportunity to re-apply in three (3) months. A denial is final and may not be grieved.

## **III. Guidelines**

- a. Employee participation is voluntary.
- b. All work will be performed in a manner consistent with applicable PEF rules, policies, practices, and standards.
- c. Telecommuters will treat telecommuting days like regular workdays and will be expected to maintain a regular work routine while telecommuting. The same attendance rules and call-in procedures apply when telecommuting.
- d. Telecommuters are expected to remain regularly available and responsive to phone calls, emails, and other communications as they would while working in the office and are required to maintain work quality and productivity at the same level as when working in the official work site – (this is the employee's official PEF office. This is also known as the official workstation or the usual and customary work address).

- e. Telecommuters shall maintain the same hours and schedule (including start, stop, lunch and break times) as they do while working in the office unless otherwise approved.
- f. Any request for a change in an approved telecommuting day must be submitted to the supervisor in advance for approval.
- g. A telecommuter must report to the official work site upon PEF's request at any time.
- h. The employee's telecommuting work location, also known as the alternate work site, must meet all criteria set forth in this pilot program. If the alternate work site becomes unavailable management may require a telecommuter to immediately report to the official work site.
- i. The telecommuter is responsible for arranging a dedicated private workspace at the alternate work site. The workspace must have: Equipment and supplies appropriate to conduct official business; Appropriate means of communication to complete the job duties; Appropriate security measures to maintain confidential information that the telecommuter will have access to as part of their job duties; A safe work environment, free from hazards that might present a danger; A professional decorum free from distraction, disruptive noises, and unprofessional background sounds.
- j. Telecommuters shall not invite third parties into their alternate work sites for purposes of conducting PEF business.
- k. PEF is not liable for conditions at the alternate work site which are found to violate local, state, or federal ordinances.
- l. Telecommuters must be available via all required methods of communication throughout the workday.
- m. Work-related in-person meetings in the telecommuter's alternative work site are prohibited. This restriction does not preclude a telecommuter from participating in phone or web-based meetings from the alternative work site.
- n. PEF may require an employee to submit a new telecommuting application if they leave their current position or job location or if their functions significantly change.
- o. Employees must safeguard all passwords and confidential information used in connection with PEF files or programs and ensure case and member information is protected.
- p. Telecommuters must maintain a working space in their telecommuting location with minimal distractions and allows the telecommuter to participate in business phone calls and video conferences without unprofessional noise, interruption, or distraction.
- q. Telecommuters must have reliable internet and phone service in their telecommuting location that enables them to maintain professional quality phone calls and



videoconferences. PEF shall not reimburse for the cost of internet nor phone service access.

- r. When it is necessary for telecommuters to report to the official work site on a scheduled telecommuting day, the telecommuter shall be eligible for a substitute telecommuting day within the same pay period with the approval of the telecommuter's supervisor when operational needs permit.
- s. Minimal office supplies of a reasonable amount may be supplied to telecommuters with PEF's approval.

#### **IV. Security of Information**

Any PEF information possessed by the telecommuter cannot be shared with or made available to any other individuals.

Telecommuters must ensure that PEF records and information are secure and not maintained in a way that would make them available to any other individuals. Telecommuters are responsible for adhering to all PEF policies, procedures and standards concerning use of computer equipment and the security of data/information while telecommuting.

Breaches in security must be immediately reported to the telecommuter's supervisor. A breach of information security, including the release of confidential information or the personally identifiable information of PEF staff or members, which happened due to the telecommuter's neglect, may be addressed through disciplinary action.

Telecommuters must protect, and safeguard files, documents, equipment, and other materials transported back and forth between the official work site and the alternate work site. Telecommuters shall protect PEF records and documents from unauthorized disclosure or damage and shall follow all PEF policies and procedures regarding such matters.

Telecommuters must also take the following specific precautions:

1. Only take confidential information offsite when authorized by their supervisor.
2. Do not transmit confidential information from work e-mail to personal e-mail addresses.
3. Securely store all hard copy documents or office media so that others cannot access it.
4. Do not communicate confidential information where others can listen.
5. Place documents requiring destruction in PEF Confidential/Sensitive destruction bins located at the official work site.

Under no circumstance may PEF data or information be transferred to or stored on any personal devices. Under no circumstance may the telecommuter allow their PEF-issued work

computer to be used by any other person. Telecommuters must log off and secure any computer being used to conduct official business when not in use.

**V. Non-Grievable**

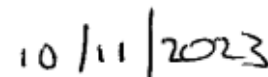
This pilot program is not subject to the grievance procedure set forth in the PEF/USW Agreement.

**VI. Program Dates**

This is a pilot program that will commence upon ratification of the PEF/USW 2022-2026 Agreement and will terminate on June 30, 2027, unless renewed by mutual agreement of the parties.



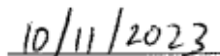
Todd M. Kerner  
Executive Director, PEF



Date



Edward J. Bradley  
President, USW Local 9265



Date

**Appendix C – Health Insurance Premium Charts**

Current

Salary	Individual	Single + Child(ren)	2 Adults	Family
\$40,000 and Under	\$ 5.00	\$ 10.00	\$ 15.00	\$ 20.00
Greater than \$40,000 to \$60,000	\$ 10.00	\$ 15.00	\$ 20.00	\$ 25.00
Greater than \$60,000 to \$80,000	\$ 15.00	\$ 20.00	\$ 25.00	\$ 30.00
Greater than \$80,000 to \$100,000	\$ 20.00	\$ 25.00	\$ 30.00	\$ 35.00
Greater than \$100,000 to \$120,000	\$ 25.00	\$ 30.00	\$ 35.00	\$ 40.00
Greater than \$120,000 to \$130,000	\$ 30.00	\$ 35.00	\$ 40.00	\$ 45.00
Over \$130,000	\$ 35.00	\$ 40.00	\$ 45.00	\$ 50.00

Effective January 1, 2024

Increase 2% for 2023 and 3% for 2024

Salary	Individual	Single + Child(ren)	2 Adults	Family
\$40,000 and Under	\$ 5.25	\$ 10.51	\$ 15.76	\$ 21.01
Greater than \$40,000 to \$60,000	\$ 10.51	\$ 15.76	\$ 21.01	\$ 26.27
Greater than \$60,000 to \$80,000	\$ 15.76	\$ 21.01	\$ 26.27	\$ 31.52
Greater than \$80,000 to \$100,000	\$ 21.01	\$ 26.27	\$ 31.52	\$ 36.77
Greater than \$100,000 to \$120,000	\$ 26.27	\$ 31.52	\$ 36.77	\$ 42.02
Greater than \$120,000 to \$130,000	\$ 31.52	\$ 36.77	\$ 42.02	\$ 47.28
Over \$130,000	\$ 36.77	\$ 42.02	\$ 47.28	\$ 52.53

Effective January 1, 2025  
Increase 3%

Salary	Individual	Single + Child(ren)	2 Adults	Family
\$40,000 and Under	\$ 5.41	\$ 10.83	\$ 16.23	\$ 21.64
Greater than \$40,000 to \$60,000	\$ 10.83	\$ 16.23	\$ 21.64	\$ 27.06
Greater than \$60,000 to \$80,000	\$ 16.23	\$ 21.64	\$ 27.06	\$ 32.47
Greater than \$80,000 to \$100,000	\$ 21.64	\$ 27.06	\$ 32.47	\$ 37.87
Greater than \$100,000 to \$120,000	\$ 27.06	\$ 32.47	\$ 37.87	\$ 43.28
Greater than \$120,000 to \$130,000	\$ 32.47	\$ 37.87	\$ 43.28	\$ 48.70
Over \$130,000	\$ 37.87	\$ 43.28	\$ 48.70	\$ 54.11

Effective January 1, 2026  
Increase 3%

Salary	Individual	Single + Child(ren)	2 Adults	Family
\$40,000 and Under	\$ 5.57	\$ 11.15	\$ 16.72	\$ 22.29
Greater than \$40,000 to \$60,000	\$ 11.15	\$ 16.72	\$ 22.29	\$ 27.87
Greater than \$60,000 to \$80,000	\$ 16.72	\$ 22.29	\$ 27.87	\$ 33.44
Greater than \$80,000 to \$100,000	\$ 22.29	\$ 27.87	\$ 33.44	\$ 39.01
Greater than \$100,000 to \$120,000	\$ 27.87	\$ 33.44	\$ 39.01	\$ 44.58
Greater than \$120,000 to \$130,000	\$ 33.44	\$ 39.01	\$ 44.58	\$ 50.16
Over \$130,000	\$ 39.01	\$ 44.58	\$ 50.16	\$ 55.73

## Appendix D – Health Insurance Outline



### New York Public Employees Federation PPO 800 Copay 10828625 (Active) 10828626 (Retiree) 10828627 (COBRA)

On the chart below, you'll see what you pay for specific services. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

Benefit	In Network	Out of Network
<b>General Provisions</b>		
Effective Date	January 1, 2024	
Benefit Period (1)	Calendar Year	
Deductible (per benefit period)		
Individual	None	\$250
Family	None	\$500
Deductible Accumulation (2)	Not applicable	Embedded
Coinsurance - payment based on the plan allowance	Not applicable	20% after deductible
<b>Out-of-Pocket Maximum</b> (Includes deductible, coinsurance, copays, prescription drug cost sharing and other qualified medical expenses). Once met, the plan pays 100% of covered services for the rest of the benefit period		
Individual	\$3,750	\$2,500
Family	\$7,500	\$5,000
Out-of-Pocket Accumulation (2)	Embedded	Embedded
<b>Office/Urgent Care Visits</b>		
Primary Care Provider Office Visits & Virtual Visits	\$20 copay	20% after deductible
Specialist Office Visits & Virtual Visits	\$20 copay	20% after deductible
Virtual Visit Provider Originating Site Fee	covered in full	20% after deductible
Urgent Care Center Visits	\$20 copay	\$20 copay
Telemedicine Services (3)	covered in full	not covered
<b>Preventive Care (4)</b>		
<b>Routine Adult</b>		
Physical Exams	covered in full	not covered
Adult Immunizations	covered in full	20% after deductible
Routine Gynecological Exams, including a Pap Test	covered in full	20% after deductible
Mammograms, Annual Routine	covered in full	20% after deductible
Mammograms, Medically Necessary	covered in full	20% after deductible
Diagnostic Services and Procedures	covered in full	20% after deductible
<b>Routine Pediatric</b>		
Physical Exams	covered in full	20% after deductible
Pediatric Immunizations	covered in full	20% after deductible
Diagnostic Services and Procedures	covered in full	20% after deductible
<b>Emergency Services</b>		
Emergency Room Services (5)	\$40 copay (waived if admitted); \$20 copay for freestanding urgent care facility	
Ambulance - Emergency and Non-Emergency	covered in full	covered in full
<b>Hospital and Medical / Surgical Expenses (including maternity) (5)</b>		
Hospital Inpatient	covered in full	20% after deductible
Outpatient Surgery	\$40 copay	20% after deductible
Maternity (non-preventive professional services) including dependent daughter	\$20 copay (copay on initial visit only)	20% after deductible
Medical Care (including inpatient visits and consultations)	covered in full	20% after deductible
<b>Therapy and Rehabilitation Services</b>		
Physical Therapy	\$20 copay	20% after deductible
	limit: 120 visits/benefit period aggregate with speech therapy and occupational medicine	
Respiratory Therapy	\$20 copay	20% after deductible
Speech Therapy	\$20 copay	20% after deductible
	limit: 120 visits/benefit period aggregate with occupational therapy and physical medicine	
Occupational Therapy	\$20 copay	20% after deductible

Benefit	In Network	Out of Network
	limit: 120 visits/benefit period aggregate with speech therapy and physical medicine	
Spinal Manipulations	\$20 copay	20% after deductible
Cardiac Rehabilitation Therapy	\$20 copay	20% after deductible
Infusion Therapy	\$20 copay	20% after deductible
Chemotherapy	covered in full	20% after deductible
Radiation Therapy	covered in full	20% after deductible
Dialysis	covered in full	20% after deductible
<b>Mental Health / Substance Abuse</b>		
Inpatient Mental Health Services	covered in full	20% after deductible
Outpatient Mental Health Services (includes virtual behavioral health visits)	covered in full	20% after deductible
Outpatient Substance Abuse Services	covered in full	20% after deductible
<b>Other Services</b>		
Allergy Extracts and Injections	covered in full	20% after deductible
Applied Behavior Analysis for Autism Spectrum Disorder	covered in full	20% after deductible
Assisted Fertilization Procedures (GIFT & ZIFT excluded)	"See Service Category (i.e. lab, surgery, radiology)"	"See Service Category (i.e. lab, surgery, radiology)"
	limit: 3 cycles/lifetime for in vitro fertilization	
Dental Services Related to Accidental Injury	"See Service Category (i.e. lab, surgery, radiology)"	"See Service Category (i.e. lab, surgery, radiology)"
<b>Diagnostic Services</b>		
Advanced Imaging (MRI, CAT, PET scan, etc.)	covered in full	20% after deductible
Standard Imaging	covered in full	20% after deductible
Diagnostic Medical	\$20 copay	20% after deductible
Pathology/Laboratory	covered in full	20% after deductible
Allergy Testing	covered in full	20% after deductible
Durable Medical Equipment and Supplies	DME- covered in full; \$20 copay for diabetic supplies ; \$20 copay for diabetic equipment	DME- 50% after deductible; 20% after deductible for diabetic equipment and supplies
Orthotics	20%	Not Covered
Prosthetic Devices	20%	Not Covered
Home Health Care	\$20 copay	20% after deductible
	limit: 200 visits/benefit period aggregate with visiting nurse and home infusion therapy	
Hospice	covered in full	20% after deductible
Infertility Counseling, Testing and Treatment	See Service Category (i.e. lab, surgery, radiology)	See Service Category (i.e. lab, surgery, radiology)
Skilled Nursing Facility Care	covered in full	20% after deductible
Transplant Services	covered in full	20% after deductible
<b>Prescription Drugs</b>		
Prescription Drug Deductible		
Individual		none
Family		none
Prescription Drug Program (6) Defined by the National Plus NY Pharmacy Network - Not Physician Network. Prescriptions filled at a non-network pharmacy are not covered.  Your plan uses the Comprehensive Formulary with an Incentive Benefit Design		<p><b>Retail Drugs (30/60/90-day Supply)</b>            \$0/ \$0 / \$0 Formulary generic copay            \$20 / \$40 / \$60 Formulary brand copay            \$35 / \$70 / \$105 Non-Formulary brand copay</p> <p>Cost-sharing for prescription insulin drugs will not exceed \$100 for a 30-day supply</p> <p><b>Specialty Drugs</b>            \$0 Formulary generic copay            \$20 Formulary brand copay            \$35 Non-Formulary brand copay</p> <p><b>Maintenance Drugs through Mail Order (30/60/90-day Supply)</b>            \$0/ \$0 / \$0 Formulary generic copay            \$20/ \$40 / \$40 Formulary brand copay            \$35 / \$70 / \$70 Non-Formulary brand copay</p>
<b>Benefit</b>	<b>In Network</b>	<b>Out of Network</b>
	Cost-sharing for prescription insulin drugs will not exceed \$100 for a 30-day supply	



## Appendix E

### Actuarial Chart

#### Actuarial Table for employees retiring on or after January 1, 2024

Age at Retirement	Life Expectancy
50	389
51	378
52	368
53	357
54	347
55	337
56	327
57	317
58	307
59	297
60	288
61	278
62	269
63	259
64	250
65	241
66	232
67	223
68	214
69	205
70	197





