

2016-2021 Agreement
between
State of New York and Civil Service Employees Association
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Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 4
Electronic Communications**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements concerning electronic communications.

1. An agency, department or facility may enter into labor/management agreements consistent with Article 4, Employee Organizational Rights, and Article 31, Labor/Management Meetings, for the following purposes:
 - a) to permit union access to an electronic bulletin board and under the terms set forth in 2(a) below; and/or
 - b) to permit union use of e-mail for labor/management purposes under the terms set forth in 2(b) below.
2. (a) Electronic Bulletin Boards: A labor/management agreement concerning union access to an electronic bulletin board must comply with the provisions of Article 4.3(a), Bulletin Boards.

(b) E-mail for Labor/Management Purposes: A labor/management agreement on the use of an agency's, department's or facility's e-mail system by union representatives must be consistent with the agency's e-mail policy. The labor/management agreement may permit use by union representative(s) for the following purposes:

1. to communicate with management and/or other union representatives regarding labor/management committee matters, including preparation for meetings, and transmittal of draft or final minutes, meeting agendas or any material directly related to issues under discussion; and/or
2. to communicate with members regarding labor/management agendas and minutes.
3. Other access by the union or its representatives to electronic resources, such as e-mail, of the State or agency, department of facility thereof, by and between union representatives and/or union members shall be discussed in a Statewide Labor/Management Committee established for that purpose.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 7
Hudson Valley DDSO Closure/Downstate Adjustment**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding the application of the provisions of Article 7, Section 7.17 (Downstate Adjustment of the 2016-2021 State/CSEA Agreements) to the employees of the Hudson Valley DDSO who are, or will be assigned to work outside of Rockland County.

We have agreed that an "eligible employee" shall include any employee who works for the Hudson Valley DDSO in Rockland County, is receiving or had previously received the Downstate Adjustment, and who is reassigned as a result of the closure process to a work location outside of Rockland County. Such eligible employee shall be allowed to continue to receive, or will again begin to receive, the Downstate Adjustment as long as they continue on the payroll of Hudson Valley DDSO, regardless of the county of their assignment. The amount of their Downstate Adjustment shall be frozen at the rate paid to such eligible employee on the date of said reassignment. Employees hired by the Hudson Valley DDSO to work at work sites outside Rockland County who did not previously receive the Downstate Adjustment will not be considered "eligible," and will not receive it.

We have also agreed that the above arrangement is agreed to solely to facilitate the closure process at the Hudson Valley DDSO and will not be applied or set a precedent in other situations elsewhere in the State.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 7
Longevity Step/Reallocation**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements concerning continuation of the present practice with respect to eligibility for longevity steps of employees whose positions are reallocated. In the case of a reallocation, service at the job rate in the lower grade will be creditable toward the in-grade service requirement for a longevity step in the higher grade.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



Governor's Office of Employee Relations

ANDREW M. CUOMO
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MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
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**RE: Article 7
Retroactive Payments
Relating to Performance Evaluation**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding retroactive payments relating to performance evaluation. The State has been following a policy of retroactive payments to assure that employees are "made whole" in situations when a performance evaluation is not completed on time. I do not foresee any change in this retroactive payment policy. We, at GOER, will also be continuing our informational efforts with agency supervisors to encourage them to complete evaluations in a timely manner.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
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Albany, New York 12210

**RE: Article 7
Trainee Salary Calculation**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding the administrative procedure governing trainee salary calculation. We agree that employees advanced to higher grade positions through traineeships should not be disadvantaged in comparison to the salary increase provisions applicable to promotions. Accordingly, for those employees who (a) do not receive a salary increase upon appointment as a trainee; and (b) do not receive a salary increase as a result of service as a trainee, we will change our current administrative procedure governing trainee salary calculation.

Specifically, for these trainees we will either apply our current administrative procedure or apply the procedure specified in Article 7.12 to provide a percentage increase based on the difference between the former grade and the new grade, whichever results in a higher salary in the new grade.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



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MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
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**RE: Article 7
Treatment of Employees Moving from
NS Positions to Salary Graded Positions**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding employee moves from positions designated as "NS" (Non-Statutorily paid or unallocated to a salary grade) to statutorily graded positions. The provisions herein shall apply retroactively to April 1, 2003 per OSC Payroll Bulletin 835 issued December 18, 2008.

Scenario 1: (NS to SG Promotions) When an employee who occupies a position designated as "NS" as defined above moves to an annual salaried position which is allocated to a salary grade, the hiring rate of which is greater than the annual rate of compensation then received by such employee in the "NS" position, such employee shall be eligible for the salary placement provisions found in Article 7.12 of the collective bargaining agreements between the State of New York and the Administrative (ASU), Operational (OSU), Institutional (ISU) and the Division of Military and Naval Affairs (DMNA) after first crediting NS service pursuant to Scenario 3 below*. Accordingly, by virtue and reference of this side letter, such employee shall receive the salary treatment benefit provided in Section 131.5(a)(ii) or 131.5(b)(ii) of the Civil Service Law, as applicable. We note that paragraph (b) cited above relates to seasonal positions.

Scenario 2: (NS Annual Salaried to SG Laterals or Demotions) When an employee who occupies a position designated as "NS" as defined above and receives an annual salary in such "NS" position, be it equated to a grade or otherwise, moves to an annual salaried position which is allocated to a salary grade, the hiring rate of which is equal to or lower than the annual rate of compensation then received by such employee in the "NS" position, the salary to be paid to that employee shall be established in accordance with Section 131.5(c) of the Civil Service Law (i.e., traditional salary reconstruction). However, upon ratification of the agreement to which this side

letter is attached, the State shall seek introduction and passage of legislation which would amend Section 131.5(c) of the Civil Service Law to remove current provisions that restrict the resultant salary of an employee having moved from an NS to a graded position to not exceed the salary which had previously been received in the NS position. Provisions of Section 131.5(a)(i) or 131.5(b)(i) of the Civil Service Law shall not apply.

Scenario 3: When an employee who occupies a position designated as “NS” as defined above and receives an hourly or per diem rate of pay in such “NS” position, moves to an annual salaried position which is allocated to a salary grade, the hiring rate of which is equal to or lower than the “hourly-converted-to-annual” rate of compensation then received by such employee in the “NS” position, the salary to be paid to that employee shall be established as follows:

- Identify the date on which the employee first achieved an “hourly-converted-to-annual” salary in the NS position which equaled or exceeded the then hiring rate of the graded position that the employee is being appointed to;
- Calculate the total number of hours that the employee served in such hourly or per diem NS position at a rate equal to or greater than the hiring rate of the graded position (excluding hours served at a rate lower than the hiring rate of the graded position); and then
- First such employee shall be placed at the hiring rate of the annual salaried allocated position. Such employee’s salary shall then be reconstructed consistent with the step advancement system in place for that salary grade to a level commensurate with his/her qualifying years of service (years served) in the previous “NS” hourly position or positions held immediately prior to appointment to the annual salaried allocated position (e.g., 3 years of service would result in reconstruction at step 3 of the salary grade). For purposes of the above, years of service shall be credited based on the summation of hours actually worked in accordance with the hourly computation described in the preceding paragraph, divided by the number of hours in a full work year (2,088), rounded to the nearest whole year (e.g., 4,000 worked hours divided by 2,088 hours per year equals 2 years of service rounded). Provisions of Section 131.5(a)(i) or 131.5(b)(i) of the Civil Service Law shall not apply.
- However, in accordance with the Master Arbitrator’s consent award regarding the Class Action (Follett, et al) arbitration, effective November 1, 2010 employees represented by the Union in Non-Statutory positions who moved to a Graded Position in any bargaining unit on or after April 1, 2003, who have service in a NS annual or hourly position in the titles of: Calculations Clerk 1, Cleaner, Clerk 1 and 2, Cook, Data Entry machine Operator, Food Service Worker 1 and 2, Janitor, Keyboard Specialist 1, Mail and Supply Clerk, Maintenance Assistant, Maintenance Assistant Mechanic, Maintenance Assistant Parks, Painter, Photographer 1 and Principal Clerk, shall be credited for that service as if such

service was at least equal to the hiring rate of the graded position for those respective titles.

*Incorporating Scenario 3 into Scenario 1 calculation is effective October 1, 2019.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 7
Special Assignment to Duty
Labor/Management Committee**

Dear Mr. Hanna:

This letter confirms the understanding reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding the Special Assignment to Duty Labor/Management Committee. In addition to the provisions of the side letter agreement providing Special Assignment to Duty pay for eligible unit employees, we agree to the following:

During the term of the Agreement, the State and CSEA will establish a joint labor/management committee to review additional activities that may constitute Special Assignment to Duty, which would be eligible for payments. You have mentioned asbestos removal, and related activities, pesticide application, certain patient/client activities, working heights, water related assignments, titles working with pressurized systems, and high voltage assignments. You wish to discuss expanding special Assignment to Duty Pay to include such individuals.

Such review will involve GOER, CSEA, the Division of Classification and Compensation of the NYS Department of Civil Service, and other affected agencies to identify both appropriate assignments and qualifying criteria peculiar to those assignments and employing agencies.

However, the decision to include any additional activities will be the responsibility of management after consultation with the Union. The final determination will not be subject to the grievance process.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 7
Special Assignment to Duty Side Letter**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding pay for the pilot project on special assignment to duty.

The pilot project will sunset on April 1, 2021 unless continued by mutual agreement of the parties.

State agencies administer comprehensive Employee Safety and Health Programs to assure to the best of their ability, the safety and health of all New York State employees. Risk assessment and reduction are the key elements of these programs, and have proven historically successful in minimizing employee injuries. However, there are certain assignments and/or locations, which present inherent vulnerability to employees that are unavoidable, despite the best efforts of State agencies to eliminate or minimize the risk associated with such assignments/locations. During the initial analysis, it was determined that principal among these is proximity to live vehicular traffic on highway rights-of-way. To compensate for this unavoidable fact, agencies that have these concerns in delivery of their core missions will be provided compensation that will recognize these inherent occupation-related exposures.

Duty Assignments

Highway Rights-of-Way are intended to include all Interstate Routes, within NYS, all NYS highway routes, and all NYS parkway systems. At this time, the following assignments constitute an exposure to inherent danger by virtue of unavoidable proximity to vehicular traffic within the highway Rights-of-Way (ROW). The list is not intended to be all-inclusive or exclusive:

1. Highway infrastructure (roads/bridges) maintenance, repair and replacement, pavement marking, tree pruning and removal, traffic signal and sign installation and repair, roadside mowing, and debris cleanup.
2. Truck inspection.
3. Motorist assistance (i.e., H.E.L.P. Teams).

Assignments that exclusively require operation of a motor vehicle (driving) are not eligible for Special Pay unless it is integral to assignments described above that are conducted within the highway ROW.

Benefit

Employees who routinely work in the duty assignments outlined above at least one-third (1/3) or more of time actually worked in a calendar year are eligible for an annual lump sum payment of \$500. Such payment will be made in the last pay period in the Fiscal Year following the calendar year in which the assignment was performed. Assignment to such duties is the sole prerogative of management in accordance with present policies and procedures.

If during the eligibility period, an employee is formally disciplined for violations of safety rules or policies or conduct relating to an unsafe act or who fails to meet expectations regarding a safety-related standard as part of the routine performance evaluation program, this benefit will not be paid. The benefit is not grievable.

For purposes of this section, an employee is deemed to have been formally disciplined for the specified reasons if any of the following conditions occurred: a Notice of Discipline was settled within 12 months of the date of payment, or the employee has been found guilty of the Notice of Discipline within 12 months of the date of payment. It does not include Notices of Discipline regarding anything other than the subject matter specified above, nor any dismissed by an arbitrator or withdrawn by the appointing authority. In addition, unsatisfactory performance ratings, which are reversed on appeal, will require payment of the benefit. An employee that has a pending Notice of Discipline at the time of payment, regarding the subject matter specified above, will receive the benefit, if appropriate, only upon dismissal or withdrawal of the Notice of Discipline.

Loss of eligibility for special assignment to duty pay due to a pending NOD is not a factor in determining the appropriate penalty of such pending NOD.

Qualifying Process

At the conclusion of the calendar year management will produce documentation to support which employees are not qualified for this benefit. For program areas with the capability, a report will be produced of non-qualifying functions and hours expended on the non-qualifying activities. For program areas without this capability a more generalized report listing the individuals not qualified for the benefit and the reasons wherefore, will be produced. Employees determined by management not qualified for this benefit, based upon this review, will be notified in writing by management within 45 days. These employees may have access to background data supporting the report and

will be afforded the opportunity to challenge the assessment. Any relevant information submitted by a challenging employee will be considered by management and a final determination will be made within 45 days. The qualifying process and any subsequent review is not grievable.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 7
Holiday Pay**

Dear Mr. Hanna:

This letter serves to confirm our understanding regarding negotiations of the 2016-2021 State/CSEA Agreements on the subject of Holiday Pay. In order to be consistent with language that appeared in the previous Agreements when the Christmas holiday fell on a Sunday (1988 and 1994 Agreements), GOER suggests the parties agree to the following additional language:

Pursuant to §10.1 (ASU), §10.2 (ISU/OSU), and §13.1 (DMNA), additional compensation for the Christmas holiday shall only be paid for work on Sunday December 25.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

RE: Article 8 - Travel

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements that within the overall context of Article 8, the State retains the right to establish a centralized reservation system for employee lodging and transportation arrangements, and to designate specific lodging facilities and transportation modes for locations within and outside of New York State.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 9
Ten-month Employees**

Dear Mr. Hanna:

Effective January 1, 2018, 10-month permanently appointed CSEA-represented employees at the NYS School for the Deaf and the NYS School for the Blind eligible for health insurance coverage through NYSHIP, may continue their NYSHIP enrollment during the Schools' summer session under the following conditions:

- The employee must be enrolled in NYSHIP at least 30 days prior to the first day of the summer session.
- Employees electing to receive their full salary over 10 months must fully pay the employee-share of the health insurance premium in accordance with procedures established by the NYS Department of Civil Service prior to the end of their ten-month term of employment.
- The employee must be expected to return in a benefits eligible position following the end of the summer session.
- All other requirements governing NYSHIP administration, eligibility, enrollment and benefits shall apply.

The State and CSEA will meet to discuss expanding this benefit to other ten-month CSEA-represented employees on a case-by-case basis as the need arises.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 10
Time and Attendance Issues**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016 - 2021 State/CSEA Agreements regarding standardization of discretionary time and attendance policies.

As soon as practicable, CSEA and GOER will meet to discuss discretionary time and attendance policies in an effort, where practicable, to standardize such policies.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 10
Extraordinary Circumstances**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding the issue of extraordinary circumstances.

During the term of this Agreement, the Director of the Governor's Office of Employee Relations and the President of the Civil Service Employees Association, Inc., or their designees, shall meet in the Executive Labor/Management forum to discuss the issue of the State's policy on extraordinary circumstances. Such meeting shall occur within 30 working days of a request from either party.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: ASU/OSU Article 10.1(c), ISU Article 10.2(d),
DMNA Article 13.1(c)
Floating Holiday Leave Credits**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements concerning floating holidays.

Employees shall be credited with up to 7 1/2 or 8 hours of floating holiday leave credits as appropriate. If an employee's basic workweek changes from 37 1/2 hours to 40 hours, or 40 to 37 1/2 hours, any floating holiday leave credit balance will be adjusted to reflect the new workweek.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 10
Holidays for Employees
Working Extended Work Days**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding time off on holidays for employees who work extended hours.

The State will discuss, at local labor/management meetings, scheduling options in connection with time off on holidays for employees on extended workday schedules. Such options may include rescheduling time worked to eliminate the need to charge credits on holidays, and the opportunity for the employee to work a regular five-day work schedule for the week containing the holiday.

Where the union requests a meeting to discuss the above, the parties shall meet within 30 working days of when the request was made.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
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MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
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**RE: Article 10
Liquidation of Vacation Credits**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding the liquidation of vacation credits prior to separation of service.

The New York State Department of Civil Service will include, within its contract implementation memorandum, in the New York State Attendance and Leave Manual that agencies are encouraged to allow employees, based on operating need, to liquidate accumulated vacation credits in excess of 30 days prior to separation from service.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



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MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 10
Medical Documentation for Personal Illness**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding medical documentation for personal illness.

Article 10.16(b) of the Administrative Services Unit Agreement, Article 10.11(b) of the Operational Services Unit Agreement, Article 10.9 of the Institutional Services Unit Agreement, and Article 10.8(b) of the Division of Military and Naval Affairs Unit Agreement provide, generally, that a doctor's certificate will not be required routinely for absences of four consecutive work days or less due to illness. However, for those circumstances where a doctor's certificate is required, such clarification shall apply:

A "brief diagnosis" will not be required as part of any required medical documentation unless the employee has been absent from work due to illness or injury for greater than 30 consecutive calendar days (the "30-day requirement"). The 30-day requirement shall not affect any other policy, procedure, practice or directive related to requirements for an employee to submit medical documentation, the normal process by or the circumstances under which the State may refer an employee to Employee Health Services, or the medical documentation requirements under the Workers' Compensation program or the Family and Medical Leave Act. CSEA hereby agrees not to challenge the legality of the 30-day requirement in any administrative, judicial or arbitration proceeding, nor shall they provide any funding or litigation support to any person or entity challenging the legality of this requirement.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: ASU Article 10.18, ISU Article 10.21,
OSU Article 50.4, DMNA Article 10.16
Hold on Shift, Pass Day and Work Location**

Dear Mr. Hanna:

This letter confirms that the parties agree it shall be appropriate for local labor/management committees to discuss an increase in the three-month period provided in the above-cited contract articles.

However, any local labor/management agreement reached which changes such time period shall provide that said agreement may be terminated upon notice provided by either party. Upon such termination, the above-cited contract articles shall apply.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 10
Sick Leave Accumulation**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 Agreement between the State of New York and the Civil Service Employees Association regarding the Sick Leave Accumulation.

The parties have agreed that the issue of sick leave accumulation to be used for the payment of health insurance in retirement and the adequacy of the current 200-day cap shall be reviewed and discussed in Statewide Labor/Management.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



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MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 11
Mandatory Alternate Duty
(Compensation Entitlement)**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements concerning the application of the provisions of Article 11.8(a)(6) for employees who are eligible for a Mandatory Alternate Duty assignment, but not provided with such assignment.

The State and CSEA agree that the phrase in Article 11.8(a)(6) "...that employee's compensation shall be adjusted to equal the employee's "100 percent disabled" statutory benefit means that such employee is entitled to receive total compensation from the State of New York which would be the net equivalent of that employee's "100 percent disabled" statutory benefit or 60% of pre-disability wages, as defined in Article 11.2(b), whichever is greater. It was our intent that the words "shall be adjusted" in the above-mentioned phrase were used in Article 11.8(a)(6) to require the State to make the necessary salary adjustments that would result in the employee receiving a supplement which nets him or her, as stated above, their "100 percent disabled" statutory benefit or 60% pre-disability wages when combined with the payment the employee receives from the State Insurance Fund.

For example, employee A is found eligible for a Mandatory Alternate Duty assignment, but is denied the requested assignment. This employee's wage replacement from the State Insurance Fund for total disability is \$300. The employee is currently receiving \$150 from the State Insurance Fund during this period of partial disability. This employee is then entitled to a supplement from the State, for the period the assignment was denied, not to exceed 60 calendar days, in the "net" amount of \$150, which would result in \$300 full compensation to the employee. "Net" pay means gross pay minus State, federal and city taxes and FICA.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



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of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 11
Privacy of Medical Information**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding the State's commitment to protect the privacy of the medical history of its employees who submit workers' compensation claims. The State will amend the Medical Waiver Form used by our carrier to reflect that concern.

The amended form will restrict the medical information sought by the carrier. However, the form will also reflect the rights and needs of our carrier for information to process a claim for benefits, to seek reimbursement or apportionment under the workers' compensation laws and to defend against any third party lawsuit against the employer.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 13
Employee Payroll Information**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding Article 13.6, Payroll.

The State agrees with CSEA that employees should clearly understand what they are being paid for when they receive their paycheck. Therefore, the parties agree to meet with the Office of the State Comptroller upon ratification of this Agreement to identify the earnings codes, deduction codes and other variables that should be indicated on the paycheck stub on a regular, biweekly basis.

The parties agree to meet with the Office of the State Comptroller to attempt to resolve this issue as soon as possible.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 14
Employee Development and Training**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding the negotiated employee development, training and quality of work life programs and services during the 2016-2021 State/CSEA Agreements. The parties recognize the mutual benefits of such programs and services designed to promote: (1) increased career mobility, promotional opportunities, workplace safety and health, quality of work life and job satisfaction; (2) a highly skilled, motivated, and productive work force committed to excellence in public service; and (3) effective labor-management relations between State and CSEA representatives.

Accordingly, the New York State (NYS) & CSEA Partnership for Education and Training (Partnership) will continue to provide education and training programs, which may include but are not limited to the following:

- Job skills and professional development training (See attached Appendix I for specific bargaining unit recommendations)
- Education basics, TASC and ESOL training
- Technical and computer skills training
- Tuition benefits
- Education and financial aid advisement services
- Labor/Management training and consultation and contract administration training
- Workplace mediation
- Occupational safety and health
- Employee wellness training and consultation
- Quality of work life and organizational improvement programs

The Partnership will sponsor education and development programs that address the particular needs of and promote transitional opportunities for NYS CSEA-represented employees in the ASU, ISU, OSU, and DMNA negotiating units. These programs will be used to enhance, but not duplicate, existing State work force education, training and development, except as otherwise agreed by the parties. In addition, the Partnership will continue to work with the Career Mobility Office, the Department of Civil Service and the Governor's Office of Employee Relations' (GOER) Workforce & Organizational Development Unit to ensure coordination of CSEA-funded and multi-union funded education and training programs.

The Partnership shall also provide administrative support to the Statewide Safety and Health Committee established pursuant to Article 15 of this agreement. The Safety and Health Committee will provide policy direction and technical advice for the Partnership's safety and health programs.

A Joint CSEA/State Partnership Board shall be established to jointly oversee and direct all Partnership matters, including but not limited to the administration of programs, staffing, consultants and funding established by this Article. In addition, given the Partnership's unique joint nature and its need to have staff that can work effectively in a labor-management environment, the Board will oversee all personnel matters and will make joint hiring recommendations to the President of CSEA and the Director of GOER.

The Board shall consist of an equal number of designees from the GOER and the CSEA respectively. Actions of the Board cannot supersede any other provisions of Article 14, or of any other Article of this Agreement, or any Memorandum of Understanding or agreement that further delineate the terms of any Article of this Agreement.

Co-Directors shall be appointed by and report to the President of CSEA and the Director of GOER, respectively. CSEA and GOER may continue to separately tap the expertise of Partnership staff through the Co-Directors for advice on work force development to other groups of employees, for example, local government employees represented by CSEA or other NYS government employees.

The State will continue to reimburse CSEA for former CSEA/LEAP staff so as to protect vested benefits of incumbents. If the former CSEA/LEAP staff are promoted within the Partnership they will continue to be employed by CSEA in order to protect vested benefits. Future incumbents of the CSEA Co-Director position will be employed by CSEA.

The Partnership shall continue to administer tuition assistance for participating agencies (UCS, HRI, Teacher's Retirement, SUNY Construction

Fund) and local government. All additional costs to the parties will be borne by those entities and not through funds negotiated by NYS and CSEA.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.

The bargaining unit training recommendations listed below are meant as a starting point for the Bargaining Unit Advisory Committees to consider in making recommendations to the Partnership's Board. The purpose of such programs will be to both enrich advancement potential and to enhance the ability to perform present duties.

ASU

(a) The parties will support programs which may include but are not limited to the following:

Design and implement a comprehensive program to address the changing nature of support/clerical/secretarial positions. This will include skills enhancement through workshops, seminars and other innovative efforts to prepare employees for their current and changing roles. Topics may include such areas as Computer Training, Math, Communication (written and oral), Work Management and Transitional Skills in order to equip ASU employees with the skills needed to perform effectively in their current jobs and to participate in mobility opportunities. These programs will be offered statewide at times and locations accessible to ASU employees.

(b) The parties will continue to provide advocacy for, and training and development to support, increased transition opportunities for members of the ASU. This may include, but is not limited to:

- Develop and deliver training to support increased use of appointments to the Public Administration Traineeship Transition Program.
- Develop and deliver training to support expanded use of Administrative Aide and Program Aide positions.
- Develop and deliver programs that help qualify employees for a broader range of transfer opportunities.

ISU

The parties will continue to provide advocacy for, and training and development to support, increased transition opportunities for members of the ISU. This may include, but is not limited to:

- Apprenticeship and traineeship programs applicable to unit positions;
- Advanced level, competency-based in-service training programs for select positions;
- Agreement with selected colleges to grant academic credit for in-service

training programs;

- Continuing advanced educational programs geared toward promoting all employees to advance level positions;
- Employee enhancement pursuant to Article 50.

OSU

The parties will continue to provide advocacy for, and training and development to support, increased transition opportunities for members of the OSU. This may include, but is not limited to:

- Identifying OSU job titles suitable for traineeship and certificate programs;
- Stimulating interest in, developing and implementing certificate programs in cooperation with participating State agencies pursuant to basic standards established by a Joint CSEA/State Committee;
- Evaluating educational delivery components of the traineeship program to ensure cost efficiency and agency cost sharing, as well as quality.
- Continuing to foster and develop in cooperation with State training to enhance skill levels, productivity and advancement potential;
- Stimulating interest in, designing and developing specific programs in cooperation with State agencies to introduce practical skills to unskilled workers in the unit.

DMNA

The parties will continue to provide advocacy for, and training and development to support, increased transition opportunities for members of the DMNA. This may include, but is not limited to:

- Identifying DMNA job titles suitable for traineeship and certificate programs;
- Stimulating interest in, developing and implementing certificate programs in cooperation with the Division pursuant to basic standards established by a Joint CSEA/State Committee;
- Evaluating educational delivery components of the traineeship program to ensure cost efficiency and Division cost sharing, as well as quality.
- Continuing to foster and develop in cooperation with State training to enhance skill levels, productivity and advancement potential;

- Stimulating interest in, designing and developing specific programs in cooperation with the Division to introduce practical skills to unskilled workers in the unit.



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 14
Employee Development and Training
Workforce & Organizational Development Unit (WODU)**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 New York State/CSEA Agreements regarding the negotiated employee development, training and quality of work life programs and services.

The parties recognize the mutual benefits of such programs and services designed to promote: (1) increased career mobility, promotional opportunities, workplace safety and health, quality of work life, and job satisfaction; (2) a highly skilled, motivated, and productive workforce committed to excellence in public service; and (3) effective labor-management relations between State and CSEA representatives.

The activities of WODU with respect to CSEA will continue to be meet and confer. As a labor-management committee, WODU will continue to provide education and training programs to CSEA represented employees in the ASU, ISU, OSU, and DMNA negotiating units. Such activities may include but are not limited to the following:

- Workplace Skills - WODU develops training materials and workshops in a variety of areas to enhance the effectiveness of State agencies by addressing basic workplace skills needed by all employees. Topics include communications, facilitation, process management, teamwork, customer service, diversity, and conflict resolution.
- Statewide Policy Issues and Operating Mandates - State policies, such as the requirement for internal controls, sexual harassment prevention training, and performance evaluation systems must be understood by all employees. Federal mandates necessitate orientations or training programs for large

portions of our workforce. WODU takes the lead in the development of training to meet these mandates, enabling New York State to respond as a single employer.

- Online Training Programs and Supporting Job Aids - Technology offers tremendous potential for reaching a geographically dispersed workforce. An increasing number of training and job aids can be found on GOER's Online Learning Center. The goal is to promote a technology-based learner-centered environment. CSEA-represented employees can take convenient classes in topics as diverse as Fundamental Team and Meeting Skills, Ethics, and Hazardous Communication.
- Grants - Grants are available to build labor-management relationships, to meet agency specific training needs, and for WODU to partner with agencies in addressing areas of mutual interest. Many CSEA-represented employees benefit from multi-funded grants made available to Agencies.
- State Agency Training Capacity - WODU works with agency training offices to develop their capacity to deliver GOER-developed curricula. This cost-effective method ensures a consistent message reaches employees in dispersed populations and across all bargaining units. By developing high-caliber training materials and hosting rigorous trainer development sessions, GOER is able to ensure quality program delivery.
- Training Consultation and Customized Programs - WODU staff provide advice on training and will work with agencies and the NYS & CSEA Partnership for Education and Training (Partnership) to customize existing curriculum to meet the agency's and employee's specific needs.
- Network and Information Sharing - As agencies' resources continue to be stretched, it is critical to share ideas and solutions to common issues and problems across organizations' boundaries and bargaining lines. To assist in this area, WODU sponsors cross-agency learning and networking opportunities. The Facilitator's Exchange, National Coalition Building Institute (NCBI Affiliate), Recognition Network, Organizational Development Learning Network, and Coaches' Exchange are examples of areas where this approach has been beneficial.

WODU shall work cooperatively with the Partnership to ensure programs enhance, but not duplicate, existing State workforce education, training, and development, except as otherwise agreed by the parties. WODU will continue to work with the Partnership, the Career Mobility Office, the Department of Civil Service, and the Governor's Office of Employee Relations to ensure coordination of CSEA-funded and multi-union funded education and training programs.

Funding for the WODU Labor-Management Committee will continue to be meet

and confer derived from Article 14. Funding will also be provided on behalf of Management/Confidential employees and other state public employee unions.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 15
Safety and Health**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding Article 15, Safety and Health.

CSEA and NYS agree to work toward the following goals:

1. Evaluate the annual Department of Civil Service report on workers' compensation data for New York State agencies to assist them in identifying and correcting problem areas, thereby lowering workers' compensation costs through reduced illnesses and injuries.
2. Encourage agencies to implement comprehensive safety and health programs by offering:
 - a. Training to create effective and knowledgeable safety and health committees
 - b. Training/assistance on policy development and program implementation
 - c. Train-the-Trainer programs
 - d. Follow-up and trainer support
3. Continue to promote safe patient handling programs in health care facilities to lower injury rates and decrease workdays lost due to manual patient handling.
4. Identify agency safety and health representatives and develop networks to allow them to share experiences, information, resources, and work

collaboratively to ensure compliance with safety and health rules and regulations.

5. Prepare employees to cope with the hazards of pressurized heating systems. Working on these systems has resulted in serious, even fatal injuries. The committee will continue to address the unique situations of dealing with such systems and the need for relevant training.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 17
Parking (LOBA)**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements in reference to Article 17.3 (Parking) of the CSEA Administrative, Institutional and Operational Services Units' Collective Bargaining Agreements. The attached Memorandum of Understanding details the Last Offer Binding Arbitration (LOBA) procedure referred therein. This procedure shall be used by the parties in the event that negotiations conducted pursuant to Article 17.3 fail to result in an Agreement.

We also agree that during the course of negotiations pursuant to Article 17.3, there shall be an exchange of relevant information, including, but not limited to, data about parking finances, costs, physical and operational details, etc. If the parties proceed to LOBA as provided for in Article 17.3 and a dispute concerning the completeness or detail of the information exists, the dispute shall be decided by the arbitrator.

Additionally, in continuing the language in Article 17.3, we agreed that the first sentence of 17.3, "No charge shall be imposed for parking facilities presently provided without charge and no existing charge for parking facilities shall be increased or decreased without negotiations pursuant to this Article." provides that if either party demands, negotiations are mandatory for increases or decreases in existing parking fees, and for the imposition of fees where none exist. Further, we agreed that after a new parking facility is open and an initial fee is established by the State, negotiations are mandatory, upon the demand of either party, for subsequent increases or decreases to the fees for such facilities.

This Memorandum of Understanding shall remain in effect until the parties mutually agree to make modifications.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
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February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 18
Personal History Folder**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding the removal of documents from the Personal History Folder.

The State, through the Governor's Office of Employee Relations, shall ensure that all departments, agencies and appropriate supervisory personnel thereof will be informed of the requirement that any documents removed from an employee's personal history folder, by the terms of Article 18 of the Agreements, shall be permanently removed from that file. No such documents shall be reinserted in that file.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



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ANDREW M. CUOMO
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MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 22
Contracting Out/Preferential Employment With Contractor**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding transition benefit of Article 22.1(b)(iii) - preferential employment with the contractor.

In an effort to create possible placement opportunities with the contractor, the State will include as part of the Request For Proposal a requirement that the contractor give preferential consideration to affected employees for positions with the contractor, if available.

The contracting agency shall be responsible for making affected employees aware of job opportunities with the contractor which could include providing names of interested employees to the contractor, arranging interviews, and otherwise provide information and assistance regarding contractor hiring, until such time as either the affected employees have gained employment with either the State or the contractor or have selected and received a transition benefit from Article 22.1(b)(iii).

Also, the State will seek legislation that will permit employees to exercise this option without violation of the revolving door provisions of the State Ethics Law.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



Governor's Office of Employee Relations

ANDREW M. CUOMO
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MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 22
Contracting Out
Procedures for CSEA Alternative Proposals**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding contracting out/procedures for CSEA Alternative Proposals. When contracting out for services currently performed by employees represented by the Civil Service Employees Association, Inc. is under consideration, and may result in position abolition, the process outlined herein shall be followed in order to inform CSEA and allow for full discussion of alternatives.

Where the State determines that contracting out for services currently performed by CSEA-represented employees may be plausible, the State, through the Governor's Office of Employee Relations, shall notify CSEA by personal delivery or Certified Mail, Return Receipt Requested.

A copy of the specifications which may appear in an ultimate Request for Proposal shall be provided with the notification and such notification shall be provided, or as soon as possible thereafter, but no later than 90 days prior to an award of any contract. CSEA shall have 10 calendar days to request to meet and confer on the State's intent. Such meeting and discussion must be conducted within 15 calendar days of receipt of CSEA's request.

In addition to bid specifications, during the period the parties are meeting, CSEA shall be provided with descriptions of goods or services proposed to be provided by vendors or providers, the estimated anticipated cost of the contract and the estimated cost of doing the work in-house, and the resulting Request for Proposal.

CSEA shall have the opportunity to provide written alternatives to the proposed contracting out. Should CSEA choose to use this opportunity, alternatives must be

provided to the State, in writing, within 45 calendar days of the commencement of discussion in order to have the alternatives considered.

If the written alternatives presented by CSEA are rejected, CSEA must be apprised of the reasons in writing, within 10 calendar days of receipt. If the written alternatives presented by CSEA are accepted, and such action affects terms and conditions of employment, the State and CSEA through the Governor's Office of Employee Relations shall develop a Memorandum of Understanding that can override contrary existing Collective Bargaining Agreement provisions in order to make the alternatives acceptable.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 22
Contracting Out
Redeployment During a Hiring Freeze**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements in connection with redeployment activities pursuant to Article 22 and Appendix VIII (A).

In the event of a hiring freeze, should the State proceed with contracting out initiatives, the State will exempt the filling of vacancies by redeployment of affected employees from such hiring freeze in order to facilitate placement.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



Governor's Office of Employee Relations

ANDREW M. CUOMO
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MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 22
Severance**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding Article 22 - Severance. John McManaman of the New York State Employees Retirement System pointed out that it is possible that an employee may have opted not to join the retirement system. Such was the option for employees in years past. In that event, State's "service" may not be complete on that employee, and that employee may not receive pay in line with our negotiated intent. Accordingly, we have agreed to resolve this matter by the following addendum for "service" determination:

If the State can verify an employee's claim that his or her 'State service' as determined by the NYS Employees' Retirement System, because the employee was not a member of the NYS Employees' Retirement System is not complete, the employee shall have that verifiable service credit added to the NYS Employees' Retirement System 'service' determination for purposes of establishing their severance pay entitlement.

Your signature below attests to this understanding and shall render this Agreement as an official addendum to the severance payment terms of Appendix VIII of the 2011-2016 State/CSEA ASU, ISU, OSU and DMNA Agreements.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 24
Out-of-Title Work**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding Out-of-Title Work. The Governor's Office of Employee Relations and the Office of the State Comptroller have established, via the attached document, the "Extended Out-of-Title Work Agency Protocol" to deal with situations where employees remain in an out-of-title work status after a Step 3 grievance decision is made.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
The Civil Service Employees Association, Inc

Extended Out of Title Work Agency Protocol

- Supervisor [or appropriate agency/facility personnel] must notify [Agency Labor Representative, Payroll Representative or appropriate Agency personnel] that the out-of-title assignment will extend beyond 30 days of the decision. If an end date is clear it should be provided.
- [Agency Labor Representative or Payroll Representative, etc.] Should copy the supervisor [or appropriate agency/facility personnel] with the letter to the Office of the State Comptroller which continues the out-of-title payments for six (6) pay periods [or end date.] A copy should be sent to GOER and the Director of Classification and Compensation.
- Before conclusion of the six (6) pay period extension (fill in the appropriate lead time required) the supervisor [or appropriate agency/facility personnel] must notify Agency Labor Representative [or Payroll Representative or appropriate Agency personnel] if the out-of-title assignment must continue beyond the extension.
- A second extension letter for up to six (6) additional pay periods must be sent from Agency Labor Representative [or appropriate agency/facility personnel] to OSC Director of Bureau of State Payroll with copies to supervisor, GOER and the Director of Classification and Compensation.
- Before conclusion of the six (6) pay period extension (fill in the appropriate lead time required) the supervisor [or appropriate agency/facility personnel] must notify Agency Labor Representative [or Payroll Representative or appropriate Agency personnel] if the out-of-title assignment must continue beyond the extension.
- Agency Labor Representative, if a further extension is required, must notify GOER [representative] in writing with an end date for such extension not to exceed [x pay periods.] GOER will submit a final extension letter to OSC with copies to the Agency Labor Representative and the Director of Classification and Compensation.



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 27
Overtime Eligibility**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding eligibility to receive overtime compensation.

Compensation for overtime will continue to be subject to all applicable statutes, rules, regulations and terms of the collective bargaining agreements, except that on and after ratification, all positions allocated or equated to Grade 22 and below shall be deemed to be eligible to receive overtime compensation.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
The Civil Service Employees Association, Inc



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 27
Compensatory Time for Overtime Worked**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements concerning the program allowing certain employees in the CSEA bargaining units to opt to earn compensatory time in lieu of overtime pay for hours worked over 40 in a week.

1. The program is limited to all CSEA unit employees in overtime eligible positions in salary grades 22 and below.
2. In each year of the 2016-2021 Agreement, the program will run from July 1 through June 30. Employees may opt to participate in this program during each of the program years. Employees need not participate in all years.
3. Enrollment forms will be developed to facilitate employee option into the program and designation of hours sought to be liquidated (see paragraph 9) as soon as practicable following ratification.
4. Once an employee opts into the program, every hour of overtime worked by such employee will earn that employee 1.5 hours of compensatory time to be called Over40 CompTime.
5. For the purposes of this program, hours in excess of 40 hours in a week will qualify for Over40 CompTime. For firefighters in the Division of Military and Naval Affairs, hours in excess of 106 hours in a bi-weekly pay period will qualify for Over40 CompTime.
6. Employees on a 37 1/2 hour workweek will still earn compensatory time pursuant to current practice for hours between 37 1/2 and 40. However, only

those hours worked in excess of 40 will be credited into this program.

7. Over40 CompTime can be accumulated to a maximum of 240 hours in a bank separate from the compensatory time bank which reflects time earned for hours worked between 37 1/2 and 40 hours. Over40 CompTime hours carried in the bank do not expire and shall be kept in such bank until the employee is separated from service.
8. Similarly all rules and policies that cover the treatment of compensatory time earned for hours worked between 37 1/2 and 40 hours when an employee is transferred, separated from service or at retirement shall apply for Over40 CompTime in this program.
9. An employee may liquidate up to 120 hours in the bank one time per year payable in the closest payroll period to December 1st at the rate of pay earned at the time of this liquidation.
10. At the time the employee is eligible to liquidate the entire bank of such accrued time, the cash-out value of any Over40 CompTime accrued shall be at the rate of pay earned at the time of liquidation but in no event shall it be less than FLSA requirements.
11. If an employee reaches the 240-hour maximum Over40 CompTime accumulation, any hour of overtime after 40 hours shall be paid at the overtime rate and additional Over40 CompTime will not be earned in lieu of overtime pay.
12. In no event shall the program continue beyond July 1, 2021, unless both parties agree to extend it.
13. The parties shall meet to review and discuss the program to resolve any issues that may arise.
14. This agreement nullifies and takes precedence over the Over40 Compensatory time side letter dated April 27, 2004 and any local agreements that may exist regarding this issue.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 27
Overtime Calculation**

Dear Mr. Hanna:

This letter serves to confirm our understanding regarding negotiations of the 2016-2021 State/CSEA Agreements on the subject of overtime pay.

Beginning with the first day of the pay period when the 2017-2018 salary increases are implemented, the parties agree that the overtime denominator shall be 2040. Effective April 4, 2019, for employees on the administrative payroll and, effective March 29, 2019, for employees on the institutional payroll, the overtime denominator shall be 2080.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
The Civil Service Employees Association, Inc



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 30
Employee Benefit Fund/Administrative Guidelines**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements as noted in the April 9, 1992 Memorandum of Understanding regarding the payments to the CSEA Employee Benefit Fund, concerning administrative guidelines for reporting the Fund's expenditure activities.

The guidelines developed and included in the 1992-93 Fund implementation contract shall remain in effect for the term of the 2016-2021 Agreements.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 33
Discipline – Select Panel on Patient Abuse**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2011-2016 State/CSEA Agreements regarding discipline:

- The Select Panel on Patient Abuse will continue.
- The present fee for select panel arbitrators will be increased from \$800 to an agreed-upon daily rate to be split equally between the parties.
- New joint training for the select panel will be provided as soon as practicable. Additional training will be scheduled every two to three years thereafter.
- A table of penalties for increasingly severe acts of misconduct related to patient abuse will continue to be in effect.
- When the employer is seeking termination as a result of a resident/individual abuse charge, employees who are found guilty of resident/individual abuse charge(s) and not terminated will not be returned to a work location where contact with that resident/individual is probable.

The Expedited Discipline Program will be reviewed and memorialized with the following changes:

- The current grievance form will be modified.

- Each party will provide copies of relevant documents at least two weeks before the Expedited Resolution meeting.
- The Panel Administrator shall schedule all cases.

Sincerely,

Michael Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 33
Discipline Issues**

Dear Mr. Hanna:

This letter confirms the understanding reached by the parties during negotiations of the 2016 - 2021 State/CSEA Agreements regarding disciplinary matters.

- During the term of this Agreement, the State and CSEA agree to review the Panel Administration Guidelines to determine if it needs to be updated.
- The parties agree, to the extent practicable, that in cases where an employee is suspended without pay a hearing should be held in 90 days. If the delay in scheduling is caused by the lack of availability of the arbitrator, the Panel Administrator is authorized to go to the next arbitrator on the disciplinary panel list until an appropriate date can be obtained.

After ratification, the parties will discuss the rate of pay for disciplinary arbitrator's services.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 33
Discipline Procedural Review**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016 – 2021 State/CSEA Agreements regarding discipline. The parties agree to meet on at least a bi-annual basis to review issues arising from decisions issued by time/attendance umpires and disciplinary arbitrators. These issues shall include, but not be limited to, evidentiary issues decided by umpires and arbitrators, contractual interpretation of Article 33 provisions within the context of a decision, the structuring of a particular penalty in a case, and issues associated with penalty implementation. Moreover, the parties may agree to discuss general issues of concern regarding compliance with the provisions of Article 33 not arising from actual decisions such as, but not limited to, an agency's failure to turn over documents prior to an expedited resolution meeting, an agency failing to comply with obligation to turn over interrogation transcript/recording or an agency's failure to return an employee to work/payroll immediately following an arbitrator's decision to do so.

Where the parties agree, they may issue joint guidance to the umpires and/or arbitrators regarding any issue that has been a topic of discussion to provide instruction in future cases for the umpires and arbitrators. Nothing herein shall restrict either party's rights to take any action within its authority regarding these matters.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 33
Temporary Reassignment**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding temporary reassignment.

The State recognizes the impact on employee morale when a non-disciplined employee is reassigned to another work location to accommodate the temporary reassignment of a disciplined employee pursuant to Article 33.3(i). To the greatest extent possible, the State will do its best to avoid reassigning a non-disciplined employee. Where all efforts fail and a non-disciplined employee is reassigned, the disciplinary matter that led to the disciplined employee's temporary reassignment will be given priority for scheduling by the Panel Administrator.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 33
Time and Attendance Grievances – Information**

Dear Mr. Hanna:

This letter confirms the understanding reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding Time and Attendance Notices of Discipline.

The parties agree that, for informational purposes, Time and Attendance Notices of Discipline should contain a listing of the dates of any previous Time and Attendance Notices of Discipline and resulting settlements and/or umpire determinations.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 33
Time and Attendance Process - Incarcerated Employees**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-20 State/CSEA Agreements regarding Article 33 – Time and Attendance Process - Incarcerated Employees. The State and CSEA have deemed it appropriate to deal with incarcerated employees who have been served with Time and Attendance Notice(s) of Discipline in the following manner:

1. The parties agree that the process in Article 33.5 is applicable to incarcerated employees served with a Notice of Discipline as a result of an absence due to their incarceration.
2. When the Notice of Discipline requests termination as the penalty and the employer requests an immediate hearing, arrangements will be made by the employer to hear the matter at the site of the incarceration. The Panel Administrator will schedule such a hearing on a date acceptable to the Time and Attendance Umpire.
3. In all other cases, where the Notice of Discipline cannot be settled to the satisfaction of both parties, the Time and Attendance Umpires will grant an adjournment after eliciting the facts and circumstances of the employee's incarceration.
 - (a) The Time and Attendance Umpire will, as soon as possible, contact both GOER General Counsel and the CSEA General Counsel (preferably by way of a conference call) and discuss the facts of the particular case.
 - (b) A determination will be made by the parties as to whether any further adjournment will be granted. The specifics of each particular incarceration,

the time and attendance history of the employee and the needs of the agency will be contributing factors in the final decision.

4. The Time and Attendance Umpire will have sole responsibility for determination of guilt or innocence and the appropriateness of penalty.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Articles 33 and 34
Duty of Fair Representation**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements to continue the "duty of fair representation" side letter for the 2016-2021 term. The terms of that document are:

In each discipline case where a State agency implements the proposed penalty against an employee due to the fact that a grievance was improperly or not filed, that State agency shall notify a designated representative of CSEA. Such notice should include the reasons for the implementation of the proposed penalty. The Civil Service Employees Association shall have seven days to investigate the case to determine if the employee's rights may have been adversely affected by a CSEA error in handling the grievance constituting a breach of the duty of fair representation.

The CSEA-designated representative may petition a similarly designated representative of the Governor's Office of Employee Relations within seven days of receipt of the notice to reinstate the disciplinary grievance or extend time limits for a filing so the case can be heard on the merits.

Similarly, in contract grievances, the CSEA representative may request that contractual time limits be extended, a contract grievance be reinstated or modified, upon the determination by CSEA that an employee's rights may have been adversely affected by a CSEA error constituting a breach of the duty of fair representation.

In granting CSEA's request, the State shall not be liable for back pay, arbitration costs or other expenses or liabilities incurred resulting from any accommodation accorded to CSEA as described above.

In the event that the State should refuse the request by CSEA as stated above, it shall reimburse CSEA for damages assessed against it.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 34
Contract Grievance Issues - Use of Technology**

Dear Mr. Hanna:

This letter confirms the understanding reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding contract grievance matters.

It is acknowledged by the parties that the expeditious processing of contract grievances is advantageous for all. With that in mind, we agree that during the term of this Agreement the use of video and telephone conferencing and other technological innovations is encouraged in order to facilitate and expedite the conduct of Step 2 meetings in the Article 34 process.

The parties agree to monitor the use of technology at the Step 2 level and will determine whether a more formal pilot program is appropriate to propagate more extensive use of such technology.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 38 (ASU, ISU, OSU)
Article 29 (DMNA)
Employee Assistance Program/Work-Life Services**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016 – 2021 State/CSEA Agreements regarding the continuation of the New York Statewide Joint Labor/Management Employee Assistance Program/Work-Life Services for the period of the 2016 – 2021 State/CSEA Agreements .

The parties recognize the mutual benefits to a program whose mission is to offer to employees of the State of New York and their families, assistance with personal problems that affect their performance on the job, and we reaffirm our commitment to providing guidance and direction to the operation of the program in order to maximize its quality and potential. It is our intent to continue to work together to insure the following:

1. That the mission of EAP is clear to staff, recipients of service and other interested parties, and that Committee resources are used most effectively toward program objectives.
2. That clear and consistent organizational roles and responsibilities for all program staff, local labor/management committees, EAP coordinators and Statewide administrative program staff, as well as members of the Advisory Board and the Union Advisors are maintained, insofar as how they interact within the program structure.
3. That program direction appropriately meets the increased and growing demand for comprehensive services designed to meet the specific needs of both employees and management; i.e., program direction should continue to provide for self-access by the employee as well as a tool for management usage to positively affect worker performance and productivity.

4. That policy and procedures be continually evaluated to provide a greater measure of consistency in both the delivery of service and the program structure at all levels of the program.
5. That training initiatives focus specifically on the current trends, needs and ability of EAP practitioners to provide quality services to employees and management.
6. Establish a means to statistically measure and evaluate the effectiveness of program objectives and cost, without jeopardizing confidentiality.
7. That all program initiatives are reviewed in order to ensure service delivery within available resources.
8. The Advisory Board shall consider and evaluate alternative means of service delivery, while retaining the necessary local coordination and autonomy of the program, in order to ensure the most effective delivery of quality services.
9. The Advisory Board shall have a clearly defined process for the hiring of all new EAP staff/employees.
10. Maintain adequate financial reports regarding the program for evaluation by the members of the Advisory Board and others.

This letter will also confirm the understanding reached by the parties during negotiation of the 2016 – 2021 Agreement concerning Employee Assistance Program (EAP) Coordinators. The parties agree that ensuring employees have adequate and timely access to EAP Coordinators is an important priority. The parties shall develop and implement strategic outreach to educate NYS agencies and employees about available EAP services, and ensure accurate EAP Coordinator contact information is readily available to employees who wish to contact a Coordinator. The Advisory Board shall meet and discuss the establishment of EAP Coordinator-to-employee ratios, release time minimums, and multi-agency EAP Coordinators, and other strategies to ensure the existence of a robust and accessible EAP Coordinator network.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 38 (A/I/O) Article 23 (D)
Work-Life Services**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding the Work Life Services. Funding allocations shall be initially established as follows:

- a) Seventy percent of the funds allocated in each year of the Agreement pursuant to this Article shall be set aside for the employer contribution to the DCAA Account.
- b) Twenty-five percent of the funds allocated in each year of the Agreement pursuant to this Article shall be set aside for the benefit of initiatives recommended by the Work-Life Advisory Board.
- c) Five percent of the funds allocated in each year of the Agreement pursuant to this Article shall be set aside for the benefit of Network Center support.

Changes to the allocations of these funds may be made as mutually determined by the Director of GOER and the President of CSEA or their designees.

Sincerely,

Michael Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 40 (A/I/O) Article 37 (D)
Performance Evaluation System Review**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding performance evaluation system review. During a previous contract period, the State began, as agreed, its review of the performance evaluation system applicable to employees represented by CSEA. This has resulted to date in modifying the number of rating categories used.

This review was begun with the shared objectives of having the system encourage improved communication, including open, honest, and equitable feedback between supervisor and employee; focusing the system on what needs to be done to improve productivity on one hand and employee development, career aspirations, and sense of pride and self-worth on the other; and realizing timelier and more consistent use of the evaluation system.

Although CSEA acknowledges that performance evaluation is a management prerogative and a non-mandatory subject of negotiations, the State agrees that it is in our mutual interest to continue, during the term of this Agreement, its review of performance management systems, with the possibility of additional revisions to the current performance evaluation system. As part of that process, the State will keep CSEA informed of the issues under consideration and invites your input and perspective in reaching our shared objectives.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

RE: Committee Funding

Dear Mr. Hanna:

Let this confirm our agreement that all committees funded through the 2016-2021 Collective Bargaining Agreement between the parties shall be so funded through December 31, 2021. Accordingly, appropriations shall be secured to fund such committees for both the term of this agreement and the period between April 2, 2021 and December 31, 2021 at a prorated amount to cover such period.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

RE: Employee Identification Cards

Dear Mr. Hanna:

This will confirm our understanding regarding the replacement fee for employee identification cards for those state agencies using the OGS Honeywell EBI System.

Employees who are replacing their cards for the first time will be charged \$7.50. An employee who replaces a card after that will be charged \$12.50. The State will be replacing identification cards from time to time for security purposes. There will be no charge for these cards. There will also be no charge for cards replaced due to normal wear and tear. Once a new card has been issued by the State, all employees will once again be charged \$7.50 for the first replacement, and \$12.50 for subsequent replacements. Should an employee choose to take a new driver's license picture, they may request a State identification card be issued with the new picture. There will be no cost for these cards.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

RE: Housing and Meals

Dear Mr. Hanna:

Commencing on April 1, 2016 and effective each April 1 thereafter, the rate employees pay for meals and housing provided by the State in effect on the immediately preceding March 31 shall be adjusted by the following:

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

Such adjustment shall be determined as the percentage change in the above-mentioned indices during each 12-month period ending September 30 of the year immediately preceding the April 1 effective date. The resulting amount shall be rounded to the nearest whole dollar.

Moreover, the Division of the Budget is permitted to amend the methodology for calculating housing charges, as articulated in Budget Policy and Reporting Manual Item #B-300, as follows:

- The "Metropolitan" location classification will be re-named the "Downstate" location classification and it will be amended to read, "New York City and all residences and State properties within Rockland, Westchester, Nassau and Suffolk Counties";
- The "Town/Village" location classification will be amended to read, "Residences located in or within 10 miles of communities with a population between 1,000 and 50,000 as determined by the latest Federal census";

- The "Rural" location classification will be amended to read, "Residences located more than 10 miles from any community with a population over 1,000 as determined by the latest Federal census;
- The Multi-room rate charge will clarify that, "There are no charges for rooms in addition to the above seven and ten rooms, except for the number of bathrooms — up to the maximum — as determined by the Quality Rating;
- The Rate Adjustments for Apartments and Houses will be amended so that increased reductions in the Monthly Room Rate will be made in the following instances:
 - Heat is not provided...Subtract 20 percent of the full rental rate.
 - Electricity is not provided...Subtract 7 percent of the full rental rate.
 - Garbage removal service is not provided...Subtract 2 percent of the full rental rate.
- The rental rates for "Shared Residences" will be amended as follows:
 - Rates for Dormitories. The rent charged to an individual where three or more employees reside in a dormitory room is the employee's prorated share (of the total room occupancy) of the full monthly room rate. This rate is charged to each occupant of a dormitory unit, with no charge for additional facilities.
 - Rates for Two or More Employees. Where any residence is shared by two or more employees, each employee pays the employee's prorated share (of the total room occupancy) of the full rental rate. This provision does not apply when employees are members of the same family, in which case 100 percent of the full rent rate is charged. This provision also does not apply to units in a dormitory where three or more employees reside.
 - Employers and Employees will be required to sign an "Occupancy Agreement" that will be attached to BPRM Item #B-300.
- Employers will be required to perform "Annual Housing Reviews" on a form that will be attached to BPRM Item #B-300.

The parties may meet and confer regarding any further changes to Budget Policy and Reporting Manual Item #B-300 during the life of this agreement.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

RE: Labor/Management Committee Funds

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements that labor/management committee funds may be redirected between and among the various labor/management activities as may be deemed appropriate by mutual agreement of the parties.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Long-Term Seasonal Employees
Office of Parks, Recreation and Historic Preservation
Department of Environmental Conservation**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding Long-Term Seasonal Employees. Long-Term Seasonal Employees are an important component of New York State's workforce. The Office of Parks, Recreation and Historic Preservation and the Department of Environmental Conservation have the largest number of such employees. The following benefits will be extended to the long-term seasonal employees within the Office of Parks, Recreation and Historic Preservation and the Department of Environmental Conservation.

- Retroactive to April 2, 2016, a lump sum award of \$500 will be payable in the first pay period of fiscal year 2016-2017, fiscal year 2017-2018, fiscal year 2018-2019, fiscal year 2019-2020 and fiscal year 2020-2021 to an employee who has had at least 1500 hours in pay status in seasonal positions during each of the previous five years.
- Retroactive to April 2, 2016, seasonal employees who are credited with at least 1520 straight-time hours during a fiscal year are eligible for the Downstate/Mid-Hudson Adjustment on a prorated basis pursuant to Article 7.18, and eligible for Inconvenience Pay pursuant to Article 7.17 based on an hourly rate of \$0.28.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

RE: Minimum Wage and Full-time Annual Salaried Employees

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016 - 2021 State/CSEA Agreements regarding implementation of the minimum wage for full-time annual salaried employees.

The parties agree that they will meet and discuss issues associated with the implementation of the minimum wage for full-time annual salaried employees during the term of the agreement.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

RE: Pre-Tax Adoption Program

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements on the subject of a pre-tax adoption assistance program pursuant to Internal Revenue Code, 26 U.S.C. §137 and related regulations.

Such a benefit provides employees an opportunity to pay for eligible adoption expenses.

The State further agrees to make enrollment in this pre-tax program available as soon as practicable, after ratification of the Agreement.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

RE: Pre-Tax Transportation Program

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements on the subject of a pre-tax transportation benefit pursuant to Internal Revenue Code, 26 U.S.C. §132 and related regulations. Such a benefit provides employees an opportunity to pay for expenses incurred in commuting between work and home.

As a result of the successful pilot program for State employees in the New York City metropolitan area, the State agrees to expand Statewide the benefits, terms, and conditions that currently exist in said pilot program. Such expansion would provide those employees not currently eligible due to their work location the ability to use this pre-tax salary deduction program for commuting costs incurred through the use of mass transit.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



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of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

RE: Promotion List Eligibility for Transferred Employees (ASU, ISU, OSU)

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016 - 2021 State/CSEA Agreements regarding the issue of promotion list eligibility for employees transferred via Section 70.2 of the Civil Service Law.

Employees who are transferred via Civil Service Law Section 70.2 to another State Agency or State Department due to a transfer of function between State Departments or Agencies may remain eligible for agency specific exams and for appointment from agency-specific title department promotion lists at their former agency for a period of one year after the date of transfer.

As soon as practicable, CSEA and GOER will meet to identify solutions to the current technological constraints on providing such transferees eligibility on interdepartmental promotion eligible lists in two separate promotion units.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



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MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

RE: Reopener

Dear Mr. Hanna:

As was discussed in negotiations for the 2016-2021 agreement, upon execution and ratification of the Agreement, CSEA has the right to reopen negotiations, during the term of the agreement, with respect to the sole issue of a general salary increase for fiscal year 2016-2017, 2017-2018, 2018-2019, 2019-2020 and/or 2020-2021, if any other state bargaining unit agrees to and ratifies a general salary increase exceeding 2.0% in any of these fiscal years. This right is conditioned on taking into account the overall value of compensation increases for CSEA members during the term of the CSEA Agreement and the value of any concessions obtained by the state contained in the collective bargaining agreement used as justification by CSEA to demand reopening.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



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of Employee Relations**

ANDREW M. CUOMO
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MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

RE: Rosters for Part-Time Employees

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding part-time employees.

Where the local parties agree, there shall be rosters for the distribution of extra work for part-time employees.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Roswell Park Cancer Institute
Exam Fee Waiver**

Dear Mr. Hanna:

This letter confirms the understanding reached by the parties during the term of the 2016-2021 State/CSEA Agreements regarding the issue of Department of Civil Service exam fee waiver for employees of Roswell Park Cancer Institute.

During the term of this Agreement, any employee of Roswell Park Cancer Institute who is a member of the Administrative Service Unit (ASU), Institutional Services Unit (ISU) or Operational Services Unit (OSU) bargaining unit represented by the Civil Service Employees Association who takes a Department of Civil Service exam will be afforded the same benefits as a New York State employee who is a member of the ASU, ISU or OSU bargaining unit with respect to the exam fee waiver.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

RE: Temporary and Seasonal Employees Paid on an Hourly or Per Diem Basis

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding establishing a committee on temporary and seasonal employees paid on an hourly or per diem basis.

The State of New York and CSEA will establish a committee to review the current state practice of employing temporary and seasonal employees paid on a per diem or hourly basis working for durations longer than temporary or seasonal as defined by Civil Service Law.

The committee will include representatives of the Governor's Office of Employee Relations, the New York State Department of Civil Service, the Civil Service Employees Association, the Division of the Budget and agencies that employ these employees, including, but not limited to: the Office of Mental Health, Office for People with Developmental Disabilities, Office of Parks, Recreation and Historic Preservation, Department of Environmental Conservation and Department of Taxation and Finance.

The parties agree to discuss offering permanent employment to temporary and seasonal employees if otherwise qualified where needed to perform full-time, on-going duties.

The committee will meet quarterly and thoroughly examine the nature of the appointments and the related employment issues and report back to the parties by April 1, 2019 with recommendations for administrative, contractual, regulatory, and/or statutory actions if and where applicable.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

RE: Temporary Service Employees

Dear Mr. Hanna:

This letter confirms the understanding reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding temporary service employees.

The State and CSEA will form a committee to participate in a review of all temporary service employees, consultants and contractors during the term of these Agreements. The parties will meet and confer as to how State employees can be better utilized to fill this role in present and future circumstances.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

RE: Use of Technology

Dear Mr. Hanna:

This Letter confirms the understanding reached by the parties during negotiations of 2016-2021 State/CSEA Agreements regarding use of technology.

It is acknowledged by the parties that the expeditious processing of contractual matters is advantageous for all. With that in mind, we agree that during the term of this Agreement the use of video and telephone conferencing and other technological innovations will be utilized in the following ways (subject to availability):

1. Article 33.3 (NOD incompetency/misconduct) and Article 33.5 (NOD time and attendance) appeals to the Panel Administration can be faxed or e-mailed.
2. Article 34 contract grievance hearings (First and Second Step) will be heard via video or telephone conferencing, unless not feasible as determined by the parties.
3. All contract grievances, appeals, responses and demands for arbitration pursuant to Article 34 can be faxed or e-mailed.
4. Article 40 performance evaluation appeal hearings (agency and statewide) will be heard via video or telephone conferencing, unless not feasible as determined by the parties.
5. A copy of any document related to an employee's work performance that the State wants to place in an employee's personal history folder will be given to the employee by personal service or e-mail. Where personal service or e-mail cannot be accomplished it can be sent by regular mail.

The employer shall allow union representatives access to their video or telephone conferencing equipment or other technological innovations in order to comply with the directives outlined above. Issues related to availability, timing or lack of feasibility shall be appropriate for local and agency labor-management discussion. Where a dispute continues to exist, the General Counsel or designee and the Director of the Governor's Office of Employee Relations or designee shall make the final decision.

The parties also agree to form a labor-management committee comprised of representatives of the Union and the Governor's Office of Employee Relations to explore and/or pilot during the term of this Agreement the use of technologies related to:

- Investigation and preparation of contract grievances
- Labor-Management meetings
- Interrogations pursuant to Article 33
- Counseling sessions
- Service of NOD's and notices of suspension
- Posting of job vacancies
- Any other use either party wishes to discuss not expressly listed in the numbered bullets above.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 45 - ASU
Notification of Non-Selection**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements concerning the notification of non-selection under Article 45.2(c) during negotiation of the 2016-2021 Administrative Services Unit Agreement.

The State will provide written guidance to agencies as follows:

When an employee is not selected to fill a vacancy, Article 45.2(c) requires that the employee be notified of the non-selection in writing. Such notification should take place as soon as possible and every reasonable effort should be made to notify an employee of non-selection before the appointment or movement of the employee selected to fill the vacancy.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Administrative Services Unit
Recruitment Procedures**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements:

A supervisory guide shall be developed, after consultation with CSEA, to provide appropriate guidance and understandings for fair consideration of employees for vacancies as outlined in Article 45. Development of such guide shall be funded by labor/management funds.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Division of Military and Naval Affairs
Airport Firefighter I and II positions**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding current duties for SG 12 Airport Firefighter I and SG 15 Airport Firefighter II.

Whereas, CSEA proposed Special Assignment to Duty Pay for DMNA Airport Firefighters I and II for certification for or performance of Emergency Medical Technician (EMT) or Haz-Mat Technician duties, and

Whereas, DMNA confirms that DMNA Airport Firefighters I and II are not currently required to be certified for or perform Emergency Medical Technician (EMT) or Haz-Mat Technician duties, and

Whereas, DMNA confirms that DMNA Airport Firefighters I and II are currently required to perform Emergency Medical Services (First Aid/First Responder) and Haz-Mat Operations duties, and

Whereas, Airport Fire Chiefs are authorized pursuant to National Guard Bureau requirements to determine if DMNA Airport Firefighters I and II (and how many) are required to be Haz-Mat Technician level certified for Haz-Mat response and medical certification above Emergency Medical Services (First Aid/First Responder),

Now, therefore, the parties agree that in the event Airport Fire Chiefs do require Haz-Mat Technician level certified for Haz-Mat response and medical certification above Emergency Medical Services (First Aid/First Responder), the parties preserve their respective rights and positions with respect to the issue of Special Assignment to Duty Pay.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



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ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Division of Military and Naval Affairs
Civil Service Law Section 72**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding Civil Service Law, Section 72.

The parties agree that employees found by a physician not to be physically or mentally fit to perform the essential functions of his/her position may be placed on leave from employment for an ordinary disability consistent with the procedures set forth in Civil Service Law, Section 72, which is hereby incorporated by reference. If an employee is found to be disabled, such employee may request a reasonable accommodation. Any determination regarding such reasonable accommodation for the disability shall be made by DMNA after consultation with the employee.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



Governor's Office of Employee Relations

ANDREW M. CUOMO
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MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Division of Military and Naval Affairs
Miscellaneous**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements that the Division of Military and Naval Affairs (DMNA) will, where necessary, modify Military Regulation No. 690-1 with regard to the following:

- a. The DMNA shall make available to all employees, 690-1, including any and all changes upon written request. Additionally, it will be distributed to all CSEA Local Presidents and to the CSEA Deputy Director of Contract Administration.
- b. The DMNA will be responsible for providing any and all tools necessary for the performance of the job duties of all employees.
- c. A DMNA employee, upon providing sufficient advance notice, is entitled to leave with pay, without charge to leave credits, to take any New York State Civil Service examination for a State position. An employee approved to take such an examination should not be required to work the eight hours immediately prior to the time at which the employee is scheduled to report for such examination. Time off under this provision will be granted, subject to the operating needs of the Division, and will include the actual time of the examination, and travel time to and from the examination center.
- d. That work coveralls will be available at each armory for the employees to utilize in the performance of those duties which could result in damage or destruction of their personal attire. These work coveralls can be of material requiring washing which is the responsibility of the DMNA, or throw away coveralls.
- e. That whenever possible, a recognized CSEA local representative shall be afforded a private meeting space which shall be used solely for the purpose of conducting representation duties, as provided by Section 208 of the Civil Service Law. Such requests should usually be made in writing and shall not

be unreasonably denied. Such use shall be subject to the State's need for the space.

Issues arising in the course of implementing the above understandings should be addressed through the appropriate labor/management forum.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Institutional Services Unit
Article 7.17 - Inconvenience Pay**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements in connection with inconvenience pay pursuant to Article 7.17 of the Institutional Services Unit and the use of "sleep over schedules" at the Office of Mental Retardation and Developmental Disabilities (OPWDD).

The issue of inconvenience pay for employees working "sleep over schedules" is currently the subject of a class action contract grievance bearing OER File No, 98-04-448. In that case, certain full-time employees of the Central New York Developmental Services Office (CNYDDSO) were designated as "In Residence Model (IRM) Staff" and were required to work sleep over schedules. Pursuant to a sleep over schedule, full-time employees discharge their obligation to work ten shifts of eight hours duration during a payroll period by working continuously for periods of time and sleeping over at the work site. If certain conditions are met, the eight-hour sleep periods afforded these employees are not compensable work time under the Fair Labor Standards Act.

An example of a sleep over schedule used by IRM staff at the CNYDDSO during a two week payroll period would involve reporting to work at 2:00 p.m. of the first Monday of a payroll period and remaining on duty with sleep over periods until 2:00 p.m. of the following Thursday. An employee working such schedule would report back to work at 2:00 p.m. of the second Monday of the payroll period and remain on duty with sleep over periods until 2:00 p.m. on the following Wednesday.

Until February 12, 1998, IRM Staff at the CNYDDSO who worked sleep over schedules received inconvenience pay at the full \$400 per annum rate. Beginning February 12, 1998, the inconvenience pay for IRM staff working sleep over schedules was prorated to 50 percent of the yearly rate thereby reducing their inconvenience pay by \$200 per annum.

It is the parties' intent that the inconvenience pay contractual provisions include employees at OPWDD working sleep over schedules as described above and that said

employees should be eligible for 100 percent of the annual inconvenience pay rate. For IRM employees at the CNYDDSO who are part of the class action grievance referenced above, our understanding is that they should be eligible for the full yearly inconvenience pay rate retroactive to February 12, 1998 and that they shall receive back payment for any additional inconvenience pay to which they are entitled in full resolution of the class action grievance bearing OER File No. 98-04-448.

With respect to full time OPWDD employees outside of the CNYDDSO who are required to work sleep over schedules, such employees shall be eligible for 100 percent of the annual inconvenience pay rate.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



Governor's Office of Employee Relations

ANDREW M. CUOMO
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MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Institutional Services Unit
Education and Training Labor/Management Subcommittees**

Dear Mr. Hanna:

During the course of 2016- 2021 negotiations, the parties acknowledge the unique education and training needs of individual agencies. As soon as practicable, the parties will encourage agencies to establish education and training labor/management sub committees comprised of representatives from CSEA and management. The purpose of these subcommittees shall include, but not be limited to, the following:

- Identification of training to address the unique needs of each agency
- Coordination with other agency education and training labor/management subcommittees where appropriate to discuss topics of mutual concern
- Availability and use of resources through the NYS & CSEA Partnership (Partnership) for Education and Training

The parties further encourage such subcommittees to meet at least two times per year.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



**Governor's Office
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ANDREW M. CUOMO
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MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 45 - Institutional Services Unit
Filling of Job Vacancies**

Dear Mr. Hanna:

This letter represents the mutual understandings, which were reached by the parties concerning the filling of job vacancies during the negotiations of the 2016-2021 Institutional Services Unit Agreement.

The State will provide written guidance to agencies as follows:

1. When an employee is selected to fill a non-competitive, labor class position or competitive class position pursuant to Articles 45.1 or 45.2, the appointing authority shall make every reasonable effort to appoint and move the employee selected within 30 calendar days of the date the employee is notified of his/her selection.
2. Where an employee has not been moved into the vacant position within the 30-day time frame, upon the employee's request, he/she shall be provided with an explanation of the reasons therefore.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



Governor's Office of Employee Relations

ANDREW M. CUOMO
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MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Institutional Services Unit
Licensed Practical Nurses**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements concerning Licensed Practical Nurses during the negotiations of the 2016-2021 Institutional Services Unit Agreement.

The State will provide written guidance to agencies as follows:

1. Licensed Practical Nurses, upon request, may be allowed time off from work without charge to leave credits to attend a conference or seminar or training directly related to their profession or professional duties. Such time off is subject to prior approval and shall not interfere with the proper conduct of government functions. This policy neither limits nor guarantees the amount of time that may be approved for such purposes.
2. In those agencies where Licensed Practical Nurses are employed and where there are issues and concerns related to Licensed Practical Nurses, an agency-level Licensed Practical Nurse Labor/Management Committee shall be established. This Committee shall identify, review, and discuss issues and concerns related to Licensed Practical Nurses and develop and recommend initiatives and plans which address those issues and concerns.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Institutional Services Unit
Overtime in Direct Care Titles**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding overtime worked by employees in direct care titles.

The State and CSEA agree that floating clusters in OPWDD and OMH shall be established as soon as practicable after ratification subject to the following parameters:

- Clusters will be developed based on work locations within a 25-mile distance radius
- Floating and overtime rosters will be established
- Notice provisions will be developed for informing employees of floating and overtime assignments
- Agreements will provide for assignment of staff to float pool only.

The State commits that per diem/temporary employees in OMH/OPWDD shall be offered permanent employment if otherwise qualified where needed to alleviate persistent overtime or to fill needed positions.

The State and CSEA will form a labor-management committee to address and review voluntary, mandatory and extreme overtime. The committee will:

- Meet at least bi-monthly and include GOER, DOB, DCS, CSEA and agencies that employ direct care titles including, but not limited to, DOH, OMH, OPWDD, OCFS and SUNY.
- Examine factors contributing to voluntary, mandatory and extreme overtime including, but not limited to: short staffing; staffing to minimums; leaves, leave usage and absences from work; notices of discipline issued/received during overtime work; extra time worked by per diems and

less than full-time employees; attrition rates; investigations; and, on boarding of new employees.

- Examine and recommend pilots of alternate work schedules in residential and institutional settings.
- Explore offering permanent employment to per-diem and temporary employees in other agencies with direct care workers.
- Create plan(s) to reduce and eliminate overtime where possible as soon as practicable following ratification of the agreement.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Institutional Services Unit
Pre-Shift Briefing Pilot Program - OCFS**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 Agreement between the State of New York and the Civil Service Employees Association regarding the Pre-Shift Briefing Pilot Program (Program) for certain Youth Division Aides (YDAs and Cadet Leaders) employed by the Office of Children and Family Services (OCFS) in residential centers.

YDAs and Cadet Leaders who are required to assemble for pre-shift briefing for 15 minutes prior to the commencement of their tours of duty shall be paid \$4.80 daily or the employee's overtime rate, whichever is higher in addition to base pay. However, no such payment will be made to an employee who is not present for the pre-shift briefing. Employees who arrive late for a pre-shift briefing shall be considered to be tardy and any pre-shift briefing pay will be prorated accordingly for such tardiness. Payment for pre-shift briefing shall be in lieu of all other payments and compensation for that time worked. The Employer further agrees that when such an employee is required and authorized to report for briefing on a daily basis in excess of 15 minutes before the commencement of his tour of duty, such time actually worked in excess of 15 minutes shall be considered to be time worked for the purpose of computing overtime.

OCFS will develop appropriate protocols for the conduct of the pre-shift briefings. These protocols will be submitted to CSEA for review and comment prior to implementation.

The parties will meet annually to evaluate the Program to discuss modification, expansion and continuation of the Program. The Pre-Shift Briefing Pilot Program will expire on April 1, 2021 unless extended by mutual agreement of the parties.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Institutional Services Unit
Seniority for Part-Time Employees**

Dear Mr. Hanna:

As soon as practicable upon ratification, OPWDD, in consultation with GOER, shall meet with CSEA representatives to discuss the terms and expansion of the current pilot project that allows part-time annual salaried employees to earn pro-rata seniority based upon actual hours worked.

In addition, the establishment of a pilot project outside of OPWDD that pro-rates seniority for part-time employees shall be an appropriate topic for statewide labor-management discussion. Both the state agency or CSEA may raise the issue and if both parties are interested they shall meet to discuss the terms of such an agreement. The meeting shall occur between the state agency, in consultation with GOER, and CSEA representatives as soon as practicable.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 49 - Operational Services Unit
Clothing and Tool Allowances**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements that the allowances for clothing and tools provided in Article 49 of the 2016-2021 Operational Services Unit Agreement are taxable allowances pursuant to Internal Revenue Service regulations. The allowances would be subject to employment withholdings such as income tax and Social Security/Medicare taxes and are reported as income at the end of the taxable year. Additionally, payments for work clothing and tools would be included in the employee's regular paycheck. Allowances would be exempt from employment withholdings such as income tax only if they are paid under an accountable, receipted, or substantiated plan.

The Governor's Office of Employee Relations and the Civil Service Employees Association, Inc. have established, via the attached settlement of Improper Practice Charge U-12013, the procedure and guidelines for an accountable, receipted or substantiated plan as an option to be considered by local labor/management when disbursing the tool allowance to qualified employees.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Improper Practice

Charge between:

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000, AFSCME, AFL-CIO,
Charging Party,

SUPPLEMENTAL
STIPULATION
OF SETTLEMENT

Case No: U-12013

-and-

STATE OF NEW YORK (Division for Youth),
Respondent.

It is hereby stipulated and agreed to by the parties herein as follows:

1. All receipts for those eligible employees receiving tool allowances for each of the remaining years of the Agreement must be received by April 1st of that tax year by the appropriate agency unit;
2. Such receipts must be dated within the prior twelve (12) month period, except for the receipts to be submitted by April 1, 1993 which must be dated between October 16, 1992 and April 1, 1993;
3. The Employer will make its best efforts to ensure that payment of such tool allowance will be paid by the last pay period of the June following the April in which the receipts are due;
4. The terms and conditions herein shall imply no guilt nor serve as an admission by either party nor as precedent for any future applications, petitions, or cases in any forum. This agreement satisfies the remaining open issue referenced in the Stipulation of Settlement executed by the parties on September 3-4, 1992.

NANCY E. HOFFMAN, ESQ.

WALTER PELLEGRINI, ESQ.

Maureen Seidel
Associate Counsel
CSEA

Richard W. McDowell
Associate Counsel
Governor's Office of
Employee Relations



Governor's Office of Employee Relations

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 49 - Operational Services Unit
Clothing and Tool Allowances for
Part-time, Hourly, and Seasonal Employees**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements that the allowances for clothing provided in Article 49 of the 2016-2021 Operational Services Unit Agreement shall be paid to part-time annual salaried employees who have Attendance Rules coverage and to hourly employees who meet the following criteria:

1. Have worked for at least nine (9) continuous months, half time or more, and;
2. Meet the same criteria as set for annual salaried employees.

Further, the allowances for tools provided in Article 49 of the 2016-2021 Operational Services Unit Agreement shall be paid to part-time annual salaried employees who have Attendance Rules coverage and hourly employees who meet the following criteria:

1. Have worked for at least nine (9) continuous months, half time or more, and
2. Perform duties of that of automotive repair, and;
3. Provide personal tools for work, and;
4. Are on payroll at the time of payment.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Article 49 - Operational Services Unit
Work Clothing**

Dear Mr. Hanna:

This letter confirms the understanding reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements regarding OSU Article 49 - Work Clothing.

Let this confirm that the parties agree to continue the past practice of paying the OSU Article 49 Work Clothing Allowance to Communications Specialists employed by the Division of State Police.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Operational Services Unit
Pass Days System**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA OSU Agreement regarding Article 51(d) Call-Out Response Plan.

Upon ratification, the Department of Transportation may enter into local labor/management discussions concerning the implementation of a Pass Days System as it affects Article 51(d)(1)(a). Discussions and any subsequent agreements may be reached at the residency or regional levels.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc.



**Governor's Office
of Employee Relations**

ANDREW M. CUOMO
Governor

MICHAEL N. VOLFORTE
Director

February 1, 2018

Mr. Ross D. Hanna
Chief Negotiator
The Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, New York 12210

**RE: Operational Services Unit
Safety Related Noon Meal Subsidy**

Dear Mr. Hanna:

This letter confirms the understandings reached by the parties during negotiations of the 2016-2021 State/CSEA Agreements with respect to the noon meal subsidy for certain employees under very specific safety-related circumstances. Specifically, the State, through the Office of the State Comptroller, will continue to provide \$3.50 per employee per instance when an employee of the Department of Transportation and/or the Department of Environmental Conservation is required to work in the direct application of herbicides, and when an employee assigned to the Department of Transportation pavement marking crew is involved in direct application of pavement marking material.

This arrangement shall continue for the 2016-2021 Agreement between the State and CSEA.

Sincerely,

Michael N. Volforte, Director
Governor's Office of Employee Relations

Ross D. Hanna, Chief Negotiator
Civil Service Employees Association, Inc