
Appendix B – Side Letters

November 13, 2000

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

Dear Ms. Thornton:

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

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

If this is consistent with your understanding of our discussions, please counter-sign below.

Sincerely,



Clifford R. Merchant
Chief Negotiator, PEF



Geraldine Thornton
President, USWA

Date: November 13, 2000

MEMORANDUM OF AGREEMENT TRANSPORTATION ALLOWANCE

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

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

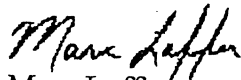
In the event the payroll vendor increases its charges for this service during an annual cycle, or the per check fee changes due to a fluctuation in the number of participants, PEF shall notify the President of Local 9265 within 15 days of receiving notice of the increased fee. After service of such notice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

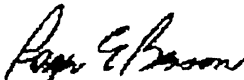
3. Those employees who choose the option of a separate check will be issued their monthly allowance no later than the fifteenth day of each month.

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

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

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


Marc Laffer
For USWA


Roger Benson
FOR PEF

Dated: April 22, 1993

June 28, 1996

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

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

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

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

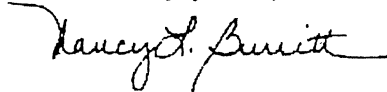
With respect to Article 19(9), an employee impacted by a layoff who cannot bump pursuant to Article 19(6) or (8) will be notified, in writing, of the title(s) held by all employees with less seniority within the same service. That notice will also include copies of the relevant job description and minimum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

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

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

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

Very truly yours,



Nancy L. Burritt
Deputy General Counsel

/s/

Marc Laffer

June 27, 2000

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

Dear Mr. Yurkewicz:

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

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

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

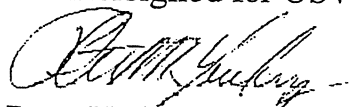
This clarification does not pertain to whether an employee's chosen doctor or doctors participate in the provider network. It only pertains to a PEF Region that has no participating provider network.

Sincerely,



Clifford R. Merchant
Chief Negotiator, PEF

Countersigned for USWA



Peter Yurkewicz
Chief Negotiator, USWA

Memorandum of Agreement Switchboard Operator/Receptionist Coverage

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

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

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


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


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

5. In the extreme situation where the Switchboard Operator/Receptionist and all the Membership Benefits Clerk/Typists are all on scheduled or unscheduled absences, or some of these employees are on leave and some positions are vacant, full time switchboard coverage and/or relief breaks and lunch breaks will be provided by the least senior USW represented administrative employees regardless of department, except Membership Benefits, at PEF Headquarters. If the least senior USW represented administrative employee who has been designated for coverage cannot perform those duties because of absence the next least senior USW represented administrative employee will be required to provide the required coverage, and so on up the administrative seniority list.
6. For purposes of this side letter, Article 23 and Article 25 temporary employees hired to perform the duties of the Switchboard Operator/Receptionist or Membership Benefits Clerk/Typists will perform the duties as outlined in paragraph 1, 2 and 3 above.
7. For purposes of this side letter, if there is an employee filling a temporary position under Article 23 in a PEF department, except Membership Benefits, who was not a unit member prior to their temporary employment the Article 23 temporary employee is the least senior, since they do not accrue seniority, and will provide relief under the conditions in paragraph 4 and 5 above. If more than one temporary employee is employed when there exists a need for relief, their switchboard relief rotation will be based on their date of hire.
8. For purposes of this side letter, those Article 23 temporary employees who had previously established seniority by virtue of previous employment in the bargaining unit when they accepted the temporary position, will retain their seniority since they continue to accrue PEF seniority as a temporary employee.
9. The Switchboard Operator/Receptionist's supervisor will coordinate the leave time and coverage issues with the Membership Benefits' Clerk/Typist's

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

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


Bruce D. Smith
President, USW Local 9265


Clifford R. Merchant
Director, Human Resources and Education

Date: May 18, 2006

Inserted

MEMORANDUM OF AGREEMENT

BETWEEN

NEW YORK STATE PUBLIC EMPLOYEES FEDERATION, AFL, CIO

AND

UNITED STEEL WORKERS, AFL-CIO-CLC LOCAL 9265

This Agreement replaces and supersedes the May 18, 2006 Memorandum of Agreement ("MOA") entitled "Switchboard Operator/Receptionist Coverage between The NEW YORK STATE PUBLIC EMPLOYEES FEDERATION, AFL-CIO ("PEF") and the UNITED STEELWORKERS, AFL-CIO, CLC, LOCAL 9265 ("USW").

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

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

WHEREAS, on or about November 3, 2017 the Membership Benefits Program relocated to a different building and is no longer housed in the Albany Headquarters, and

WHEREAS, the parties wish to modify the existing MOA dated May 18, 2006, and

WHEREAS, the parties wish to modify Article 25, Unit Work only to the extent of this Agreement.

The parties agree to the following:

1. Beginning as soon as practicable, Receptionist breaks and lunches will be covered by bargaining unit Administrative staff. All Administrative staff, except Membership Benefits Program staff and Communications Technicians or Senior Communications Technicians, shall be included in the coverage rotation.
2. In the event that the Receptionist is out due to a scheduled absence, the least senior Service Associate from the Membership Benefits Program shall provide coverage for the day or days of the absence. For purposes of this MOA, a scheduled absence shall be defined as any absence where notice is provided to PEF within 24 hours prior to the start of the Receptionist's shift.
3. There are two types of coverage provided by Administrative Staff. PRIMARY will cover morning, lunch and afternoon breaks. The SECONDARY will cover morning, lunch and afternoon breaks for the PRIMARY. The PRIMARY and SECONDARY staff shall be assigned in reverse seniority order beginning with the least senior. In the event of an unscheduled absence, the scheduled PRIMARY shall provide the full day coverage and the SECONDARY shall cover morning, lunch and afternoon breaks.
4. Should a scheduling conflict arise on the PRIMARY or SECONDARY's day of coverage (e.g., due to a scheduled absence), the parties agree that the administrative staff person with the conflict may attempt to

resolve the conflict through a coverage swap. If a coverage swap is not be agreeable, the scheduled administrative staff shall contact PEF's Human Resources Department who shall assign coverage based on reverse seniority.

5. Part time staff shall be designated as PRIMARY for the first day of their work week and SECONDARY for the next day for the week of their assigned coverage.

6. Alternate work schedule staff shall not have PRIMARY/SECONDARY coverage responsibilities on their scheduled days off.

7. Any temporary staff filling in for permanent staff shall be responsible for the permanent staff's coverage.

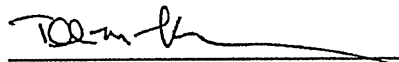
8. Human Resources shall create a three month coverage schedule based on the above provisions and shall distribute to the Administrative Staff with copies to Department Directors on or before the 15th of the month prior to the expiration of the current schedule. See below:

<u>Distribution Date</u>	<u>Schedule Period</u>
Dec. 15	Jan., Feb., March
March 15	April, May, June
June 15	July, Aug., Sept.
Sept. 15	Oct., Nov., Dec.

9. The parties shall meet quarterly for one year after the Agreement has been implemented to discuss any issues and resolution of any problems with implementation. This Agreement may be modified at that time with the consent of both parties.



Dominick Mannino
President, USW Local 9265



Todd M. Kerner
Executive Director, PEF

Dated:

12/27/17

12-22-2017

April 7, 2008

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

Dear Ms. Hough:

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

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

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

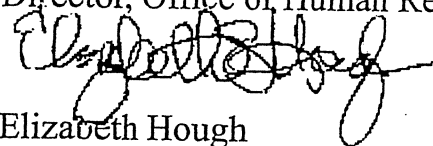
If you are in agreement with these proposals please counter sign this letter below.

Sincerely,



Clifford R. Merchant

Director, Office of Human Resources and Education



Elizabeth Hough

Vice President and Chief Negotiator, USW Local 9265



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

1168-70 Troy-Schenectady Road
P.O. Box 12414
Albany, NY 12212-2414

(518) 785-1900
(800) 342-4306
Fax (518) 785-1814

OFFICERS:

Susan M. Kent
President

Carlos J. Garcia
Secretary-Treasurer

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

**REGIONAL
COORDINATORS:**

Kevin Hintz
Region 1

Region 2

John Prince
Region 3

Peter Banks
Region 4

James Moffitt
Region 5

Jeanette St. Mary
Region 6

Ed Snow
Region 7

Nikki L. Brate
Region 8

Vivian Street
Region 9

Sheik Nabijohn
Region 10

Jemma Marie-Hanson
Region 11

Nora Geiser
Region 12

TRUSTEES:

Ronald G. Brown
Kenneth J. Johnson
Maureen Kellman



August 8, 2014

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

Re: Health Insurance for Medicaid Eligible Retirees

Dear Mr. Beckwith:

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

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

Sincerely,

Daniel M. Steen
Executive Director

Countersigned for USW

Bob Beckwith, President
USW Local 9265

8/8/2014

Date