



New York State Correctional Officers & Police Benevolent Association, Inc.

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Probationary Information- These are guidelines directly from the State Personnel Management manual and Directive 2219 – Employee Probation

I would like to point out a few of the sections and guidelines that will be important to you as a probationary sergeant.

-Section 63.1 of the Civil service Law requires that original appointment to positions in the competitive class and interdepartmental promotions shall be for a probationary term. However, the Civil service Commission may exercise jurisdiction in matters alleging procedural defects in the administration of the probationary process.

- State Civil service Commission does not review the merits of an agency's decision to terminate a probationer. The only process of appeal is through Section 4.5 of the Classified Service Rules. I will request the re-instatement interview for anyone who is terminated (demoted) during their probationary period. This is an interview with Albany Personnel, to state your case as to why you should not be terminated (demoted). Keep in mind the only individual deciding whether you will be re-instated is the appointing authority for the DOCS. This is a unilateral decision and not subject to review, appeal or arbitration.

- Keep in mind that you do have the ability to request that your name be put back on the promotion list that you were hired from, if still in existence. This request should be submitted to the Department of Civil service. Even if your name was to be restored does not guarantee that the DOCS will re-promote you from the list.

- You have the right to receive written notice at least one week prior to termination.

- The appointing authority may at its discretion, offer a probationer who would otherwise be terminated, an opportunity to serve a second probationary term of not less than 12 nor more than 26 weeks in a different assignment and under a different supervisor.

- Authorized or unauthorized absences may, in the discretion of the appointing authority, be considered as time served in the probationary term with the following limits and conditions: A) Up to 20 workdays may be considered as time served. B) Any absences in excess of those allowed in A, shall be added to the min. and max. periods of the probationary term.

-Military time under Sec. 242 of the Military Law will be treated the same way as any other authorized or unauthorized absence.

- Time spent on Military duty as defined under Sec. 243 of the Military Law must be credited as completed satisfactory service for the purposes of probation.
- Your permanent retention probation does not begin until you attain contingent perm or permanent status, at that time your 52 week permanent retention begins. The Bureau of Personnel may approve a superintendent's recommendation for permanent retention of an employee before their maximum probationary period is completed if they had previous satisfactory service with the department on a temporary or provisional basis in that title.
- The Superintendent may approve that the probationary term of employees absent in excess of 20 days be extended only by the total number of days absent in excess of those days.
- During the course of your probationary period you must receive from your supervisor, formal evaluations of your progress and performance. Always make copies of your evaluations for your records. You should always be afforded an interview with your supervisor to discuss your evaluation.
- You should receive six evaluations during your 52 week evaluation period.
- It is very important that you make copies of all incidents that you are involved in.

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NEW YORK STATE DEPARTMENT OF CIVIL SERVICE

State Personnel Management Manual

2000 Probation

2010 Probation

.1 Background

.110 Purpose

.111 The probationary period is the final and perhaps most critical step in the selection process. It is intended to provide an opportunity to evaluate an employee on the knowledge, skills, and ability (as demonstrated by the employee's conduct and performance) not evaluated by other parts of the selection process. Any permanent or contingent permanent appointment, including original appointment, promotion, reinstatement, or transfer requires satisfactory completion of a probationary period. Most probationary periods have a minimum and maximum term, specified in Title 4, Chapter 1 of the Rules for the Classified Service (hereafter, 4NYCRR). Probation continues until satisfactory completion, resignation, or termination.

.120 Legal Basis

.121 Section 63.1 of the Civil Service Law (CSL) requires that every original appointment to a position in the competitive class and every interdepartmental promotion shall be for a probationary term. §63.1 also authorizes the Civil Service Commission to provide, by rule, for probation upon intradepartmental promotion and upon appointment to positions in the non-competitive, exempt, or labor classes.

.122 Section 4.5 (4NYCRR) implements Section 63.1 CSL and sets forth the conditions and extent of probationary service.

.2 Policy

.210 Minimum-Maximum Probation Periods

General Statement—Every permanent and contingent permanent appointment to a position in the classified service requires a probationary period of 26 to 52 weeks unless otherwise specified. [Note: No probationary period is required or may be imposed if the appointment is temporary or provisional.] Exceptions to the 26-52 week provision:

1. A **promotion** to a position at grade 13 or below requires a probationary term

of 8 to 26 weeks; promotion to a position at grade 14 or above requires a probation of 12 to 52 weeks (except see #6 below). Promotion is defined as an appointment of a permanent competitive, non-competitive, or labor class employee to a competitive class position from a promotion or transition list, or the appointment of a permanent non-competitive or labor class employee to a higher grade position in the same jurisdictional class.

2. **Appointment of a permanent non-competitive or labor class employee to another position in the same jurisdictional class** at grade 13 or below requires a probation of 8 to 26 weeks; appointment to a position at grade 14 or above requires a 12 to 52 week probation. Probation may be waived at the discretion of the appointing authority and with the consent of the employee if the appointment is to a position at the same or a lower salary grade, and within the same appointing authority. Probation may not be waived for a probationer so appointed; the probationer must serve a complete probationary period.
3. **A transfer** (pursuant to § § 70.1, 70.4 or 52.6 CSL) to a position at grade 13 or below requires a probation of 8 to 26 weeks; a transfer to a position at G-14 or above requires a 12 to 52 week probation. Probation may be waived at the time of transfer (see .235; also except see #6 below). A probationer who transfers may not have the probationary period waived and must serve a complete probationary period as specified in .231 below.
4. **A preferred list reinstatement** does not require or permit any probation period EXCEPT if the employee was a probationer at the time of separation. In that case, the employee must complete the remainder of the probationary period upon preferred list reinstatement (except see # 6 below).
5. An appointment from a **redeployment list or agency reduction transfer list** to a position in the same title ♦ no probationary period is served EXCEPT if the individual is a probationer, in which case the remainder of the probationary period must be served (except see #6 below).
6. A permanent appointment to a **traineeship** requires a probationary period for the duration of the trainee appointment. An exception: in the case of an appointment from an open-competitive list, the probationary period shall be 26 to 52 weeks, or the length of the training period, whichever is greater (§4.5(c) (4NYCRR)). (also, see .235 Trainee Appointments ♦ Exceptional Circumstances, below.)
7. An appointment to a position in a **title specified in §4.5 (4NYCRR)** is for the probationary period specified in that section.
8. No probation period is required or allowed upon a **disciplinary demotion** unless specified in the terms of the final disciplinary resolution.
9. No probationary period is required or allowed upon **reassignment** of a permanent non-probationary employee.
10. *** Upon acquisition of a private institution or enterprise pursuant to §45 CSL**, no probationary period is allowed or required for an employee whose employment is continued, pending the classification or reclassification of the employee ♦s position. However, when such position is appropriately classified by the Civil Service Commission and the incumbent is covered-in as provided for in §45(2) CSL, the incumbent must serve a probationary period consistent with §4.5 (4NYCRR).
11. No probationary period is required or allowed when **a position in the non-competitive or labor class is reclassified** to a position in their same

jurisdictional class in the same occupational category and within two salary grades, and if the incumbent of the position has completed probation and is found to be qualified for the new position upon review of education and/or experience. An incumbent who has not completed probation will serve the remainder in the new title.

12. Upon **reinstatement after separation for disability** (§§71 and 73 CSL), no probationary period is required or allowed, except that an employee who had not completed probation upon separation will serve the remainder of the probationary period in the new position.
13. After **appointment to serve part-time**, the part-time employment should generally be equated to full time for purposes of completing probationary service. However, if the appointing authority believes there will not be a sufficient opportunity to evaluate a part-time employee, the appointing authority should inform the employee at the time of appointment that the probationary period will be equated to the actual amount of time worked.
14. Upon **appointment to a seasonal position**, the probationary term will be the same as for a non-seasonal position. If the probationary term is not completed during the initial employment season, it will be continued upon reappointment from the seasonal reemployment list.
15. The probationary term after a **voluntary demotion** is determined by the type of appointment transacted, i.e., if the voluntary demotion is effected by a reinstatement pursuant to §5.4 (4NYCRR), the probationary period will be 26 to 52 weeks. (See also SPMM 1845, Voluntary Demotions)
16. After **transfer of function** from one appointing authority to another pursuant to §70.2 CSL no probationary period is required or allowed for a tenured employee. A probationer so transferred must complete the remainder of the original probationary period.
17. No probation is required or allowed when the **Civil Service Commission reassigns permanently encumbered positions from one jurisdictional class to a different jurisdictional class** (assuming there has been no change in duties or responsibilities). A permanent incumbent "covered in," retains the status obtained in the original jurisdictional class. An incumbent who has not completed probation at the time of cover-in must complete the remainder of the probationary period.

+ .220 Probationary Termination

The decision to retain or terminate a probationer or to impose a second probationary term in lieu of termination resides exclusively with the appointing authority. A probationary termination must be effected in compliance with the procedural requirements of §4.5 (4NYCRR). The Civil Service Department may investigate specific occurrences to ensure that all relevant §4.5 requirements have been met.

Agencies should establish policies and internal controls for the administration of the probationary process consistent with §4.5 standards. Suggested procedures include:

- Providing each probationer with a description of the job responsibilities of the position and explaining the required standards of workplace conduct and performance. Ideally, such information will be conveyed at the beginning of employment or as early as possible during the probationary

term.

- Establishing a schedule of regular meetings between the probationer and supervisors and/or probationary evaluators to review and discuss the employee's job performance and conduct.
- Adopting and employing standardized procedures and reporting methods for documenting the probationer's progress and/or deficiencies, and for providing timely notice to the employee.

.221 An unsatisfactory probationer may be terminated without a formal hearing pursuant to §4.5(a) (4NYCRR) at any time after eight weeks and before completion of the maximum period of probationary service. However, a probationer should not be terminated while on approved FMLA leave.

A probationary employee may be terminated prior to the eight week minimum:

- a. pursuant to §75 of the Civil Service Law; or
- b. pursuant to the disciplinary procedures of a relevant collective bargaining agreement; or
- c. If absences during the initial eight weeks can be deemed time served to complete the minimum eight week period pursuant to §4.5(g) (4NYCRR). (see .233(a))

.222 The following circumstances can result in the termination of a probationary employee any time during probation, including prior to completion of the eight week minimum:

- a. after the completion of a specified minimum period of service (which may be less than eight weeks, if prescribed in the exam announcement, per §4.5(c) (4NYCRR), Trainee appointment or promotion. (also see .235 d); or
- b. after being placed on involuntary medical leave pursuant to §72 CSL, remaining on leave for one continuous year, with eventual termination pursuant to §73 CSL (see SPMM 2234 and item 21.3, p. State Attendance & Leave Manual); or
- c. following involuntary retention on work-related disability leave with termination pursuant to §71 CSL and §5.9 (4NYCRR) (see SPMM 2200, and item 21.8 State Attendance & Leave Manual); or ,
- d. after disqualification proceedings pursuant to §50(4) CSL relating to any of the standards enumerated under that section.

.223 Written Recommendations—At least two weeks prior to the end of the probationary term a supervisor must report in writing to the proper appointing authority the recommendation to retain a satisfactory probationer or to terminate a probationer for unsatisfactory performance.

.224 Rights of Probationer—A probationer who is to be terminated for unsatisfactory service is entitled to receive written notice at least one week prior to such termination; upon request the probationer will

be granted an interview with the appointing authority or the appointing authority's representative. This interview is for informational purposes only and should not be confused with the due process required by §75 CSL or the negotiated agreements. A probationer who is terminated or who resigns before completing the probationary term may request the Civil Service Department to restore her or his name to the eligible list from which appointed, if the list is still in existence. The name may be restored if after due inquiry the Civil Service Department determines that the probationer's service warrants a second opportunity.

+ **.225 Extension Instead of Termination**—The appointing authority may, at its discretion, offer a probationer who would otherwise be terminated an opportunity to serve a second probationary term of not less than 12 nor more than 26 weeks in a different assignment. Wherever possible, the probationer should be assigned to a new immediate supervisor/evaluator. The employer is not required to rearrange the workplace or revise the organizational chart solely for the benefit of the probationer. If a second probationary term is imposed, the appointment may be made permanent any time after 12 weeks, or the employment may be terminated any time after 8 weeks and before 26 weeks. However, except for the circumstances described in .235 below, an employees in a traineeship may not have probation extended beyond the date on which the traineeships is completed.

.230 Specific Circumstances, Considerations, Limitations and/or Benefits.

.231 Transfers for Probationers—A probationer is eligible for transfer. However, a complete probationary term must be served in the new position in the same manner and subject to the same conditions as was required in the position from which transfer was made. Therefore, for example, a probationer serving a one year probationary period who transfers during that period must serve a complete one year probationary period in the new position even though transferred at or below grade 13. This probation may not be waived.

.232 Leave for Probationers—A permanent employee who is promoted or transferred (or appointed from an open competitive list as provided for by negotiated agreement) and is therefore required to serve a probationary term is entitled to a leave of absence until completion of the probationary term. The probationer may choose to return, and shall have the right to return prior to the completion of the probationary term if the probationary service is terminated by the appointing authority.

A probationer on leave from a position/agency (A) to serve in another position/agency (B) who accepts appointment or transfer and who must serve a new probationary term in a third position/agency (C) shall be continued on leave of absence both from the original position/agency (A) and from position/agency (B) for the duration of the probationary period in position/agency (C).

.233 Absence During Probationary Term—Authorized or unauthorized absences may, in the discretion of the appointing authority, be considered as time served in the probationary term within the following limits and conditions:

- a. Up to 10 workdays if the maximum probationary term is 26 weeks or less and up to 20 workdays if the maximum term exceeds 26 weeks may be considered as time served (these absences may be deemed as time served either to complete the probationary term, or to terminate an unsatisfactory probationer prior to eight weeks of actual probationary service);
- b. In the case of a trainee appointment or trainee promotion that requires a probationary term that exceeds one year, 20 workdays per year multiplied by the number of years may be considered as time served;
- c. Any absences in excess of those allowed in (a) and (b) above and any absences not counted by the appointing authority as time served in the probationary term shall be added to the minimum and maximum periods of the probationary term;
- d. Time spent on military duty as defined in §242 of the Military Law is treated the same as any other authorized or unauthorized absence if the agency has established fixed objective performance standards for satisfying the probation, and has a program of periodic review of each probationer against fixed objective standards. If not, the time must be credited as completed satisfactory service for purposes of probation;
- e. Time spent on military duty as defined in §243 of the Military Law must be credited as completed satisfactory service for purposes of probation.

+ **.234 Annual Service in the position**—Generally service is counted from the date of permanent appointment, and must be actual and in the position in which the individual will be evaluated during the period of probation. There are, however certain exceptions.

- A. *"Appoint-leaves"*—A new permanent employee may be given an immediate leave of absence until able report for work. In that case the probation begins on the date employee begins to serve, not on the appointment date.
- B. *Retroactive appointments*—When as a result of arbitration or action by the courts a person is appointed with a past effective date the probationary period begins upon the first day of the employee's actual service, not the date of appointment unless otherwise stated in the terms of the settlement or judgment.
- C. *Service in other positions*—§4.5 (4NYCRR) provides that for a permanent probationer service in higher level positions may satisfy the probationary requirements of the original position. In some cases service in positions at the same or lower level may be counted toward the completion of probation as well.

1. When a probationer is appointed on a provisional, temporary, permanent, or contingent permanent basis to another position, the appointing authority, in its discretion, may count the service toward satisfactory completion of the probationary term required for the position from which placed on leave, and shall inform the employee in writing upon appointment, of whether or not such service will be counted.
2. When the service in the other position will be counted toward completion of the probationary period required for the position from which the employee is on leave, the probationer must be periodically advised of whether or not the service has been satisfactory.
3. If the probationer returns or is returned to the position from which leave has been granted, the probationer may not be terminated from that position prior to the completion of at least 8 weeks of actual service in that position, except as specified under .221 or .222 above.

.235 Trainee Appointments - Exceptional Circumstances

- a. A trainee first appointed temporary or provisional who then becomes permanent in the same position must serve at least the minimum required probationary period or until completion of the traineeship, whichever is longer. Because probation cannot start until a permanent appointment has been made, there may be some cases where an employee may continue to be on probation although the traineeship has been completed;
- b. A trainee who transfers will serve the remainder of the probationary period or the normal transfer probationary period depending on the circumstances. Agencies should discuss the probationary period required for a trainee with their Staffing Services Representative (see c, below);
- c. An appointee to a position not under the regular supervision of the appointing authority, because of prescribed schooling or off-the-job training, shall serve a regular probationary term which shall commence after completion of the schooling or off-the-job training;
- d. In an exceptional case, a probationer-trainee may be terminated for cause in less than 8 weeks, provided provisions for such abbreviated minimum probationary period appears on the examination announcement.
- e. In an exceptional case, a probationer-trainee may have the probationary period extended, provided provisions for traineeship extension appears on the examination announcement.


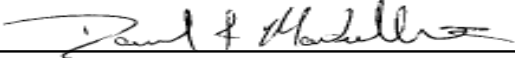
*** .3 Interpretation**

Because §63.1 CSL requires that every original [permanent] appointment in the competitive class and §4.5(b)(1) (4NYCRR) requires that every original permanent appointment in the non-competitive, exempt, and labor classes

includes a probationary period prior to the achievement of permanent (i.e. tenured) status, this probationary period upon original appointment cannot be waived even by operation of an otherwise valid exception. For example, §4.5(b)(4)(i) provides that the appointing authority may waive probation upon transfer; however, a probationer—who is specifically provided with the right to transfer in subsection (d) of the same rule—is required to complete the probationary period in the new position; the probationary periods may not be waived upon transfer.

TM-67; Replaces TM-49;
*** = new; + = revised material;**
July, 2010

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 <p>Corrections and Community Supervision</p> <p>DIRECTIVE</p>	<p>TITLE</p> <p>Employee Probation</p>		<p>NO. 2219</p>
			<p>DATE 05/07/2015</p>
<p>SUPERSEDES</p> <p>DIR# 2219 Dtd. 10/23/2013</p>	<p>DISTRIBUTION</p> <p>A</p>	<p>PAGES</p> <p>PAGE 1 OF 7</p>	<p>DATE LAST REVISED</p>
<p>REFERENCES (Include but are not limited to)</p>	<p>APPROVING AUTHORITY</p> 		

- I. DESCRIPTION:** The final and most important step in the selection process for appointing and promoting employees within State service is the probationary period. During this time period, a Supervisor has an opportunity to train the employee and evaluate his or her job performance. The Supervisor must also determine whether to retain the individual or, when it is in the best interest of the Department, recommend termination.

Each facility and office must ensure that an evaluation program is implemented fairly and in strict accordance with Section 4.5 of the Rules for the Classified Service and the policies and procedures established by this Department. The Director of Personnel has the responsibility of making decisions based on each Supervisor's recommendations regarding an employee's probation; therefore, any questions or problems that occur must be referred to that office.

II. POLICY

A. Duration of Probationary Periods: (See Table #1)

1. Permanent full-time appointments from an open-competitive list or an original appointment to a position in the non-competitive, exempt, or labor class require a probationary period of no less than twenty-six nor more than fifty-two weeks.

Exceptions to the normal probationary period are:

- a. Traineeship appointments serve a probationary period equal to the duration of the traineeship.
- b. Teachers are required to serve a probationary period of not less than one year nor more than three years.
- c. Vocational Instructors are required to serve a probationary period of one to three years of accumulated service at any and all of the Vocational Instructor levels within a particular specialty. Appointments directly to the Vocational Instructor 4 level are required to serve a probationary period of one year, unless the incumbent has completed three years of probation in the Vocational Instructor series within a particular specialty.
- d. Less than full-time permanent appointments require that the maximum probationary period be served. Therefore, these employees are required to be on probation until the actual amount of time worked is equal to the time required for a full-time employee.

2. Any appointments obtained by promotion or an interdepartmental transfer require that an employee serve a probationary period as follows:
 Grade 13 and below - not less than eight nor more than twenty-six weeks.
 Grade 14 and above - not less than twelve nor more than fifty-two weeks.
 For purposes of probation, the term "promotion" includes the appointment of an employee to a higher grade position in the non-competitive class.
3. The Director of Personnel may approve a Superintendent's, Regional Director's, or Division Head's recommendation for permanent retention of an employee before the maximum probationary period is completed if he or she had previous satisfactory service with the Department on a temporary or provisional basis in that title. The minimum period must be completed before any request for retention can be considered.
4. When an employee is permanently reinstated to State service in accordance with 5.4 of the Rules for the Classified Service, he or she must serve a new probationary period in the same manner and subject to the same duration as apply to the original appointment to such position (see Section 4.5(e) of the Rules for the Classified Service).
5. Any employee appointed or promoted on a temporary or provisional basis should be evaluated at the same intervals as a permanent employee on the appropriate evaluation form. Should the temporary or provisional employee attain permanent status, his or her official probationary period begins at that time pursuant to Section 4.5 of the Rules for the Classified Service.

B. Extension of Probationary Period

1. It is required that all new employees serve the maximum probationary period associated with their position before acquiring full tenure.
2. Section 4.5(f) of the Rules for the Classified Service requires that any probationer's absence of more than the number of workdays specified below shall have the minimum and maximum probationary periods extended. It is the Department's policy that all absences, whether authorized or unauthorized, with the exception of military and holiday leave and overtime compensatory time, are to be counted in the extension.

<u>Maximum Period</u>	<u>Workdays Absent</u>
26 weeks	10
52 weeks	20

For traineeships exceeding one year, multiply the number of years of the traineeship by 20 workdays. Probationary periods may be extended for fewer absences than specified above, subject to the discretion of the Director of Personnel.

3. For promotional probationary periods only, the Supervisor may recommend, and the Superintendent, Regional Director, or Division Head may approve, that the probationary period of employees absent in excess of the above-stated workdays be extended only by the total number of days absent in excess of those days (e.g., a Correction Sergeant who is absent 23 workdays may, subject to the approval of the Superintendent, have his or her probation extended by only three workdays).

C. Termination

1. If the conduct or performance of a probationer is not satisfactory, his or her services may be terminated solely by and with the written approval of the Director of Personnel, in accordance with Section 4.5 of the Rules for the Classified Service, any time after eight weeks and before completion of the maximum period of probation.
2. A probationer serving a traineeship may be terminated at any time after a specified minimum period of service. Unless otherwise prescribed in the exam announcement, the minimum period of service shall be eight weeks.
3. The Superintendent, Regional Director, or Division Head should notify the Bureau of Personnel no later than three weeks prior to the end of the probationary period of the decision to recommend termination of an employee. This will allow ample time for thorough review at various levels within Central Office, for submission of additional information if needed, and the final determination of the Director of Personnel.
4. An employee shall receive written notice one week prior to probationary termination. The Courts have determined that the date of mailing constitutes the start of that one week notice. Upon request, the employee shall be granted an interview with the appointing authority or designee.
5. The Central Office Bureau of Personnel may offer a probationer, who would otherwise be terminated, an opportunity to serve a second probationary period in a different assignment, under another Supervisor, for an additional period of no less than twelve weeks nor more than twenty-six weeks. This option cannot be considered for employees serving a traineeship (e.g., Correction Officer Trainee, Offender Rehabilitation Coordinator Trainee, and Parole Officer Trainee).

III. EMPLOYEE EVALUATION DURING PROBATION

A. Written Reports

1. During the course of a probationary period, the probationer's Supervisor(s) must prepare formal evaluations of the employee's progress and performance by using one of the following forms:
 - a. [Form #1246](#), "Probationary Period – Evaluation Report (Correction Officer and Non-Professional Civilian Positions)," to evaluate personnel employed in entry-level security or clerical positions.

- b. [Form #1247](#), "Probationary Period – Evaluation Report (Supervisory Security Positions, Professional and Administrative)," to evaluate personnel employed in supervisory security positions and professional or administrative positions. For the title of Parole Officer (Trainee), in addition to [Form #1247](#), [Form #1254](#), "Parole Officer (Trainee) Performance Objectives," must also be completed.
2. While employees appointed on a temporary or provisional basis do not serve a probationary period in accordance with Section 4.5 of the Rules for the Classified Service, it is, nonetheless, important to assess their performance. As such, the following forms will be used:
 - a. [Form #1250](#), "Provisional/Temporary Appointment – Evaluation Report (Correction Officer and Non-Professional Civilian Positions)," to evaluate personnel appointed to entry-level security or clerical positions in a provisional or temporary status.
 - b. [Form #1249](#), "Provisional/Temporary Appointments – Evaluation Report (Supervisory Security Positions, Professional and Administrative)," to evaluate personnel appointed to supervisory security, professional or administrative positions in a provisional or temporary status. For the title of Parole Officer (Trainee), in addition to [Form #1249](#), [Form #1254](#) must also be completed.
3. All evaluations are signed by the probationer's Supervisor and then forwarded for review by either a member of the facility Executive staff, Regional Director, or Central Office Division Head.
4. The immediate Supervisor meets with the probationer to review the evaluation report, requests the probationer to sign the report which acknowledges the review and discussion, and provides a copy of the report to the employee. If the employee refuses to sign the form, it should be so noted on the form by the Supervisor.
5. When an employee reassigns to another facility, region, or unit during the probationary period, the releasing facility, region, or unit should complete a probationary evaluation covering the period from the date of the last evaluation to the date of the reassignment. This evaluation should be forwarded immediately to the receiving facility, region, or unit along with the employee's other personnel records, including the probationer's attendance record.
6. The Supervisor will submit the original evaluation report to the Personnel Office where it will be filed in the employee's Personal History File.
7. In cases of questionable retention, reports are to be prepared more frequently than shown on the attached schedule (every six weeks, four weeks, or if necessary every two weeks).

B. Probationary Evaluation Tracking System

1. The Central Office Bureau of Personnel maintains a system that tracks all employees serving probation in Central Office, Community Supervision Field Operations, and the Board of Parole. Records are kept by the date evaluations are due.

Each facility is responsible for maintaining its own tracking system, either through use of a computerized system or a manual file card system.

2. The tracking system should be reviewed every week by the Personnel Office to determine whose evaluations are due three weeks hence. If an evaluation is due, the following steps should be taken:
 - a. Prepare appropriate evaluation report and forward it to the appropriate Supervisor.
 - b. Update the follow-up records as the evaluation reports are returned.
3. If evaluations are not returned to the Personnel Office within one week of the due date, the second line Supervisor should be advised.

IV. EMPLOYEE APPOINTED TO HIGHER LEVEL POSITIONS**A. Restoration**

1. During a probationary period, a permanent employee who accepted an intradepartmental or interdepartmental promotion has the right to return to his or her former title after providing the local Personnel Office with an adequate notice of at least two weeks.
2. An unsatisfactory probationary evaluation resulting in termination during a probationary period by an employee in a higher level position will restore that employee to his or her previously held permanent position.

B. Promotion of a Probationer

1. If an employee is appointed to a higher level promotional line position on a temporary or provisional basis during his or her probationary period, the appointing authority may allow credit for satisfactory probationary service toward the completion of the lower level position's probationary period.
2. In the event the appointing authority determines that the probationer is not performing satisfactorily in the higher level position, the probationer will be returned to the previously held permanent position.

V. GENERAL

- A. If an employee is terminated or resigns before the completion of probation, the employee may request that the Department of Civil Service restore his or her name to the eligible list from which he or she was appointed, provided the eligible list still exists.

- B. During the probationary period, a Supervisor should prepare detailed narratives which contain specific examples of both strong and weak points of the employee's performance based on the duties and responsibilities of the position held. The employee may submit for the record any written response to his or her written evaluation.
- C. Under the direct supervision of the facility Deputy Superintendent for Administration (or equivalent), or for Central Office, Community Supervision Field Operations, and the Board of Parole, the Director of Personnel, each Personnel Office is responsible for ensuring that the probationary evaluation reports are completed according to Section III of this directive without exception.
- D. A position that is vacated as a result of a permanent promotion may be filled temporarily or on a contingent permanent basis pending the successful completion of the prior incumbent's probation.

Table 1

TYPE OF EMPLOYEE AND LENGTH OF PROBATION		1st Eval.	2nd Eval.	3rd Eval.	4th Eval.	5th Eval.	6th Eval.
Competitive, Non-Competitive, and Labor Class (26-52 weeks)		8 weeks	20 weeks	30 weeks	40 weeks	49 weeks	
Correction Officer Trainee (52 weeks)		8 weeks Trng. Acad.	11 weeks OJT (Fac.)	20 weeks	30 weeks	40 weeks	49 weeks
Inter and Intra Departmental Promotion and Transfer	SG-13 and below (8-26 weeks)	6 weeks	15 weeks	23 weeks			
	SG-14 and above (12-52 weeks)	6 weeks	10 weeks	20 weeks	30 weeks	40 weeks	49 weeks
Teachers/Vocational Instructors (1 yr. - 3 yrs.)		12 weeks	24 weeks	1 year	1 yr. 6 mos.	2 years	2 yrs. 11 mos.
Trainee 2 (52 weeks)		8 weeks	20 weeks	30 weeks	40 weeks	49 weeks	
Trainee 1 (52 weeks)		8 weeks	20 weeks	30 weeks	40 weeks	49 weeks	

NOTE: When an employee is advanced from Trainee 1 to Trainee 2 (one year after initial employment), the two year probationary period is continued. Those employees who have completed a "full" traineeship probationary period are not required to serve an additional probationary period upon being advanced to full title. In cases where a Trainee is being advanced to a different salary, a copy of the rating must be submitted to the Payroll Office.

PROBATIONARY PERIOD - EVALUATION REPORT

(CORRECTION OFFICER AND NON-PROFESSIONAL CIVILIAN POSITIONS)

INSTRUCTIONS: Distribute as follows: original to Personnel folder, copy to employee

EMPLOYEE	TITLE
FACILITY/OFFICE	IMMEDIATE SUPERVISOR
DATE OF PERMANENT APPOINTMENT	DURATION OF PROBATIONARY PERIOD
REPORT FOR PERIOD OF ____/____/____ TO ____/____/____	8-26 WEEKS <input type="checkbox"/> 26-52 WEEKS <input type="checkbox"/> 12-52 WEEKS <input type="checkbox"/> OTHER <input type="checkbox"/>
NOTE TO EVALUATOR: Please check all applicable choices	
<u>RESOURCEFULNESS</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Lacks understanding of the overall job <input type="checkbox"/> Suggests changes to improve procedures <input type="checkbox"/> Usually effective in settling differences <input type="checkbox"/> Usually finds ways and means of dealing with emergencies <input type="checkbox"/> Other _____ </div> <div style="width: 48%;"> <input type="checkbox"/> Unwilling to accept responsibility <input type="checkbox"/> Lacks self-confidence <input type="checkbox"/> Skillful in handling difficult situations </div> </div>	
<u>QUANTITY OF WORK</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Must be prodded to meet goals <input type="checkbox"/> Exceeds projected goals <input type="checkbox"/> Completed work shows good care and judgement <input type="checkbox"/> Other _____ </div> <div style="width: 48%;"> <input type="checkbox"/> Frequently falls behind schedule <input type="checkbox"/> Keeps work up to schedule </div> </div>	
<u>WORK HABITS</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Work must be carefully checked, needs constant direction <input type="checkbox"/> Willing worker at all times <input type="checkbox"/> Can always be depended upon to complete assignment properly <input type="checkbox"/> Other _____ </div> <div style="width: 48%;"> <input type="checkbox"/> Has difficulty following prescribed procedures <input type="checkbox"/> Adapts easily to different job assignments </div> </div>	
<u>RELATIONSHIP WITH OTHERS</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Lacks confidence when confronted by inmates <input type="checkbox"/> Receives constructive criticism well <input type="checkbox"/> Works well with others <input type="checkbox"/> Effectively handles situations with inmates <input type="checkbox"/> Tactful in dealing with peers, supervisors, and subordinates <input type="checkbox"/> Other _____ </div> <div style="width: 48%;"> <input type="checkbox"/> Often antagonizes others with whom he/she comes in contact <input type="checkbox"/> Overly aggressive when confronted by inmates <input type="checkbox"/> Should be more considerate of others </div> </div>	
<u>QUALITY OF WORK</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Work is generally unacceptable <input type="checkbox"/> Work is consistently of high quality <input type="checkbox"/> Other _____ </div> <div style="width: 48%;"> <input type="checkbox"/> Completed work shows need for improvement <input type="checkbox"/> Work is generally acceptable </div> </div>	

CONTINUED ON THE BACK

ATTENDANCE AND PUNCTUALITY (Supervisor: Plead review "Time Use Summary" on bottom of this page prior to completion of this section)☐ Frequently absent from work without prior approval☐ Frequently tardy reporting for work assignments☐ Is rarely absent from work☐ Is rarely tardy☐ Occasionally absent or tardy☐ Other _____**OVERALL RATING**☐ Excellent☐ Good☐ Fair☐ Unsatisfactory**ADDITIONAL COMMENTS BY SUPERVISOR**

Please provide any other information regarding this employee which is pertinent. Attach any relevant reports or documents.

RECOMMENDATION(Not final until approved by
Central Office Personnel)☐ Continuation of
Probationary Status☐ Permanent Retention
(Final Report Only)☐ Termination

PROBATIONARY PERIODS WILL BE EXTENDED TO THE MAXIMUM

I HAVE DISCUSSED THIS REPORT IN DETAIL WITH THE EMPLOYEE AND GIVEN THE EMPLOYEE A COPY

Immediate Supervisor's Signature_____
Title_____
Date**COMMENTS BY REVIEWER****REVIEWED**_____
Facility/Division Head's/Regional Director's Signature_____
Title_____
Date**COMMENTS BY EMPLOYEE**_____
Employee's Signature_____
Date**TIME USE SUMMARY**

The probationary period will be extended by all absences (except military leave and holidays) if absent more than 20 days for 26-52 week probationary periods or 10 days for 8-26 week probationary periods. Probationary periods may be extended for absences of less than the number of days specified above at the discretion of the appointing authority.

DAYS USED**THIS PERIOD****TOTAL**

ANNUAL LEAVE

PERSONAL LEAVE

SICK LEAVE

WORKER'S COMP.

TARDY (HRS.)

OTHER (SPECIFY)

PROBATIONARY PERIOD - EVALUATION REPORT

(SUPERVISORY SECURITY POSITIONS, PROFESSIONAL AND ADMINISTRATIVE)

INSTRUCTIONS: Distribute as follows: original to Personnel folder, copy to employee

EMPLOYEE	TITLE
OFFICE	IMMEDIATE SUPERVISOR
DATE OF PERMANENT APPOINTMENT	DURATION OF PROBATIONARY PERIOD
REPORT FOR PERIOD OF _____/_____/_____ TO _____/_____/_____	<div>26-52 WKS. 12-52 WKS. OTHER</div> <div><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></div>

EVALUATION: Include in the attached remarks the type of training given, the quantitative performance, and the quality of the probationer's work. Submit your evaluation of the probationer's demeanor, ability to use authority acceptably, and relation to clients and coworkers. Attach additional sheets to this form.

RECOMMENDATION:

(Not final until approved by Central Office Personnel)

☐

Continuation of Probation

☐Permanent Retention
(Final Report Only)☐

Termination

PROBATIONARY PERIODS WILL BE EXTENDED TO THE MAXIMUM

Supervisor's Signature _____

Title _____

Date _____

Facility/Division Head's/Regional Director's Signature _____

Title _____

Date _____

Employee's Signature _____

Title _____

Date _____

TIME USE SUMMARY

The probationary period will be extended by all absences (except military leave and holidays) if absent more than 20 days for 26-52 week probationary periods or 10 days for 8-26 week probationary periods. Probationary periods may be extended for absences of less than the number of days specified above at the discretion of the appointing authority.

DAYS USED**THIS PERIOD****TOTAL**

ANNUAL LEAVE

PERSONAL LEAVE

SICK LEAVE

WORKER'S COMP.

TARDY (HRS.)

OTHER (SPECIFY)

PROVISIONAL/TEMPORARY APPOINTMENTS - EVALUATION REPORT

(SUPERVISORY SECURITY POSITIONS, PROFESSIONAL AND ADMINISTRATIVE)

INSTRUCTIONS: Distribute as follows: original to Personnel folder, copy to employee

EMPLOYEE	TITLE
OFFICE	IMMEDIATE SUPERVISOR
DATE OF PROVISIONAL/TEMPORARY APPOINTMENT	DURATION OF PROBATIONARY PERIOD 26-52 WKS. 12-52 WKS. OTHER
REPORT FOR PERIOD OF ____/____/____ TO ____/____/____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

EVALUATION: Include in the attached remarks the type of training given, the quantitative performance, and the quality of the probationer's work. Submit your evaluation of the probationer's demeanor, ability to use authority acceptably, and relation to clients and coworkers. Attach additional sheets to this form.

RECOMMENDATION:(Not final until approved by
Central Office Personnel)☐ Continue Evaluation☐ Retention Recommended
(Final Report Only)☐ Termination_____
Supervisor's Signature_____
Title_____
Date_____
Facility/Division Head's/Regional Director's Signature_____
Title_____
Date_____
Employee's Signature_____
Title_____
Date

	DAYS USED	THIS PERIOD	TOTAL
	ANNUAL LEAVE		
	PERSONAL LEAVE		
	SICK LEAVE		
	WORKER'S COMP.		
	TARDY (HRS.)		
	OTHER (SPECIFY)		

PROVISIONAL/TEMPORARY APPOINTMENT - EVALUATION REPORT

(CORRECTION OFFICER AND NON-PROFESSIONAL CIVILIAN POSITIONS)

INSTRUCTIONS: Distribute as follows: original to Personnel folder, copy to employee

EMPLOYEE	TITLE
FACILITY/OFFICE	IMMEDIATE SUPERVISOR
DATE OF PROVISIONAL/TEMPORARY APPOINTMENT	DURATION OF PROBATIONARY PERIOD
REPORT FOR PERIOD OF ____/____/____ TO ____/____/____	8-26 WEEKS <input type="checkbox"/> 26-52 WEEKS <input type="checkbox"/> 12-52 WEEKS <input type="checkbox"/> OTHER <input type="checkbox"/>
NOTE TO EVALUATOR: Please check all applicable choices	
<u>RESOURCEFULNESS</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Lacks understanding of the overall job <input type="checkbox"/> Suggests changes to improve procedures <input type="checkbox"/> Usually effective in settling differences <input type="checkbox"/> Usually finds ways and means of dealing with emergencies <input type="checkbox"/> Other _____ </div> <div style="width: 48%;"> <input type="checkbox"/> Unwilling to accept responsibility <input type="checkbox"/> Lacks self-confidence <input type="checkbox"/> Skillful in handling difficult situations </div> </div>	
<u>QUANTITY OF WORK</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Must be prodded to meet goals <input type="checkbox"/> Exceeds projected goals <input type="checkbox"/> Completed work shows good care and judgement <input type="checkbox"/> Other _____ </div> <div style="width: 48%;"> <input type="checkbox"/> Frequently falls behind schedule <input type="checkbox"/> Keeps work up to schedule </div> </div>	
<u>WORK HABITS</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Work must be carefully checked, needs constant direction <input type="checkbox"/> Willing worker at all times <input type="checkbox"/> Can always be depended upon to complete assignment properly <input type="checkbox"/> Other _____ </div> <div style="width: 48%;"> <input type="checkbox"/> Has difficulty following prescribed procedures <input type="checkbox"/> Adapts easily to different job assignments </div> </div>	
<u>RELATIONSHIP WITH OTHERS</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Lacks confidence when confronted by inmates <input type="checkbox"/> Receives constructive criticism well <input type="checkbox"/> Works well with others <input type="checkbox"/> Effectively handles situations with inmates <input type="checkbox"/> Tactful in dealing with peers, supervisors, and subordinates <input type="checkbox"/> Other _____ </div> <div style="width: 48%;"> <input type="checkbox"/> Often antagonizes others with whom he/she comes in contact <input type="checkbox"/> Overly aggressive when confronted by inmates <input type="checkbox"/> Should be more considerate of others </div> </div>	
<u>QUALITY OF WORK</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Work is generally unacceptable <input type="checkbox"/> Work is consistently of high quality <input type="checkbox"/> Other _____ </div> <div style="width: 48%;"> <input type="checkbox"/> Completed work shows need for improvement <input type="checkbox"/> Work is generally acceptable </div> </div>	

CONTINUED ON THE BACK

ATTENDANCE AND PUNCTUALITY (Supervisor: Plead review "Time Use Summary" on bottom of this page prior to completion of this section)☐ Frequently absent from work without prior approval☐ Frequently tardy reporting for work assignments☐ Is rarely absent from work☐ Is rarely tardy☐ Occasionally absent or tardy☐ Other _____**OVERALL RATING**☐ Excellent☐ Good☐ Fair☐ Unsatisfactory**ADDITIONAL COMMENTS BY SUPERVISOR**

Please provide any other information regarding this employee which is pertinent. Attach any relevant reports or documents.

RECOMMENDATION(Not final until approved by
Central Office Personnel)☐ Continuation Evaluation☐ Retention Recommended
(Final Report Only)☐ Termination

I HAVE DISCUSSED THIS REPORT IN DETAIL WITH THE EMPLOYEE AND GIVEN THE EMPLOYEE A COPY

Immediate Supervisor's Signature_____
Title_____
Date**COMMENTS BY REVIEWER****REVIEWED**_____
Facility/Division Head's/Regional Director's Signature_____
Title_____
Date**COMMENTS BY EMPLOYEE**_____
Employee's Signature_____
Date**DAYS USED****THIS PERIOD****TOTAL**

ANNUAL LEAVE

PERSONAL LEAVE

SICK LEAVE

WORKER'S COMP.

TARDY (HRS.)

OTHER (SPECIFY)

NEW YORK STATE DEPARTMENT OF CORRECTIONS
AND COMMUNITY SUPERVISION

NAME OF PAROLE OFFICER: _____

EVALUATION DUE DATE: _____

**PAROLE OFFICER (TRAINEE)
PERFORMANCE OBJECTIVES**

NOTE: WHEN YOU COMPLETE AN EVALUATION OF PROBATIONARY SERVICE FOR A PROBATIONARY PAROLE OFFICER OR FACILITY PAROLE OFFICER, YOU MUST ALSO COMPLETE AND ATTACH THIS FORM. THIS FORM MUST ALSO BE COMPLETED FOR PAROLE OFFICER AND FACILITY PAROLE OFFICER TRAINEES.

DIRECTIONS: Check the box that best reflects the employee's demonstrated ability to apply the knowledge, skills, and abilities needed to successfully meet each performance objective listed below.

	EXCEEDS EXPECTATIONS	MEETS EXPECTATIONS	NEEDS IMPROVEMENT	UNSATISFACTORY
1. Evaluates information gathered in terms of the potential effects on client's adjustment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Interprets written information and findings, developing and modifying treatment plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Assesses strengths and weaknesses of client (vocational, family, educational, community, personal habits)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Evaluates, organizes, and selects information, highlighting that which is significant and relevant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Identifies individuals from available and limited information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Demonstrates objectivity in evaluating clients	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Identifies client's problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Recognizes the need for assistance in guiding problem clients	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Gathers information in adverse situations and deals with hostile individuals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Is receptive to supervisory and peer group insights in dealing with problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Establishes rapport with clients, conducive to developing mutual trust	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Demonstrates the ability to listen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Orally communicates effectively	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Composes and prepares clear, precise, and complete case history reports	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Orally presents and defends evidence and testifies accurately, concisely, and objectively at hearings and in courtroom situations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Demonstrates knowledge of and uses Parole Officer Manual and memoranda outlining Agency policy and procedure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Follows prescribed procedures within timeframe guidelines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Compiles and records workload data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Takes initiative to resolve problem cases	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Provides a positive role model, inspires trust and confidence in clients, and motivates clients in a positive manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Uses authority in an appropriate manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Demonstrates knowledge of current community employment, treatment, social, and rehabilitation resources and uses resources appropriately as needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Supervisor Signature_____
Employee Signature_____
Date

New York State Corrections and Community Supervision
NYSOPBA Staff Housing
5/27/2016

Facility	Residence Address	B-300 NYSOPBA MONTHLY MAINTENANCE	NYSOPBA EMPLOYEES
ADIRONDACK	Cottage 15-C (61 Quinn Way)	\$110.26	5
ADIRONDACK	Cottage 24 (6 Racette Way)	\$874.62	1
ADIRONDACK	Cottage 8D (19 Racette Way)	\$551.29	1
ATTICA	65 (11 HUNT BLVD)	\$478.16	1
ATTICA	69 (15 HUNT BLVD)	\$645.62	1
BEDFORD HILLS	Davis Hall - ROOM 37-102 Sgt. Room	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-103	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-104	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-105	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-106	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-107	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-108	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-110	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-111	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-112	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-113	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-114	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-115	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-116	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-117	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-118	\$101.92	2
BEDFORD HILLS	Davis Hall - ROOM 37-119	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-120	\$101.92	2
BEDFORD HILLS	Davis Hall - ROOM 37-123	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-125	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-126	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-128	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-129	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-130	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-138 - emergency	\$101.92	2
BEDFORD HILLS	Davis Hall - ROOM 37-201 SUITE	\$458.90	1
BEDFORD HILLS	Davis Hall - ROOM 37-202 SUITE	\$458.90	1
BEDFORD HILLS	Davis Hall - ROOM 37-203	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-204	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-206	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-207	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-208	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-209	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-210-A	\$101.92	2
BEDFORD HILLS	Davis Hall - ROOM 37-211	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-212	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-213	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-214	\$101.92	2
BEDFORD HILLS	Davis Hall - ROOM 37-215	\$101.92	1
BEDFORD HILLS	Davis Hall - ROOM 37-216	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-217	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-218	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-219	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-220	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-221	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-222	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-223	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-224	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-225	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-226	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-227	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-228	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-229 APT	\$611.87	1
BEDFORD HILLS	Davis Hall - ROOM 37-232 SUITE	\$458.90	1
BEDFORD HILLS	Davis Hall - ROOM 37-233 SUITE Shared	\$229.45	2
BEDFORD HILLS	Davis Hall - ROOM 37-256 - Female Dorm Bed	\$20.39	4
BEDFORD HILLS	Davis Hall - ROOM 37-257 - Male Dorm Bed	\$22.66	3
BEDFORD HILLS	Davis Hall - ROOM 37-301 SUITE	\$458.90	1
BEDFORD HILLS	Davis Hall - ROOM 37-302 SUITE	\$458.90	1
BEDFORD HILLS	Davis Hall - ROOM 37-303	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-304	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-305	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-308	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-312	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-313	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-314	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-315	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-316	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-317	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-318	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-319	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-320	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-322	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-323	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-324	\$203.95	1

New York State Corrections and Community Supervision
NYSOPBA Staff Housing
5/27/2016

Facility	Residence Address	B-300 NYSOPBA MONTHLY MAINTENANCE	NYSOPBA EMPLOYEES
BEDFORD HILLS	Davis Hall - ROOM 37-325	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-326	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-327	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-328	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-329	\$203.95	1
BEDFORD HILLS	Davis Hall - ROOM 37-332	\$57.37	6
BEDFORD HILLS	Davis Hall - ROOM 37-334 SUITE	\$458.90	1
BEDFORD HILLS	TRAILER #1	\$122.37	1
BEDFORD HILLS	TRAILER #10	\$122.37	1
BEDFORD HILLS	TRAILER #11	\$122.37	1
BEDFORD HILLS	TRAILER #12	\$122.37	1
BEDFORD HILLS	TRAILER #15	\$122.37	1
BEDFORD HILLS	TRAILER #16	\$122.37	1
BEDFORD HILLS	TRAILER #17	\$122.37	1
BEDFORD HILLS	TRAILER #18	\$122.37	1
BEDFORD HILLS	TRAILER #19	\$122.37	2
BEDFORD HILLS	TRAILER #2	\$122.37	1
BEDFORD HILLS	TRAILER #20	\$122.37	1
BEDFORD HILLS	TRAILER #3	\$122.37	1
BEDFORD HILLS	TRAILER #4	\$122.37	1
BEDFORD HILLS	TRAILER #5	\$122.37	1
BEDFORD HILLS	TRAILER #6	\$122.37	1
BEDFORD HILLS	TRAILER #7	\$122.37	1
BEDFORD HILLS	TRAILER #8	\$122.37	1
BEDFORD HILLS	TRAILER #9	\$122.37	1
CLINTON	ANNEX BLDG 27 APT 34-3 - 50 State Road	\$648.01	1
CLINTON	ANNEX BLDG 33 - ROOM 2-3 - 1084 Cook Street	\$147.70	1
CLINTON	ANNEX BLDG 33 - ROOM 39 - 1084 Cook Street	\$147.70	1
CLINTON	ANNEX HOUSE 32 - 26 State Road 10-1	\$42.38	13
CLINTON	BLDG 26 SUPT RESIDENCE (235 EMMONS ST) Rm	\$68.36	1
CLINTON	BLDG 26 SUPT RESIDENCE (235 EMMONS ST) Rm	\$68.36	1
CLINTON	BLDG 26 SUPT RESIDENCE (235 EMMONS ST) Rm	\$68.36	1
CLINTON	BLDG 26 SUPT RESIDENCE (235 EMMONS ST) Rm	\$51.29	3
CLINTON	BLDG 48 - Cottage 15 - 220 Emmons Street	\$47.73	11
COLLINS	BLDG 69 - 2041 7th Ave. APT 2	\$330.37	1
COXSACKIE	HOUSE 27 - 11192 9W	\$205.10	3
EASTERN	BLDG 20 - Training House - DORMITORY ROOM 2A	\$35.17	4
EASTERN	BLDG 20 - Training House - DORMITORY ROOM 2B	\$35.17	3
EASTERN	BLDG 20 - Training House - DORMITORY ROOM 2C	\$70.31	1
EASTERN	BLDG 20 - Training House - DORMITORY ROOM 2D	\$28.12	2
EASTERN	BLDG 20 - Training House - DORMITORY ROOM 3A	\$28.12	1
EASTERN	BLDG 20 - Training House - DORMITORY ROOM 3B	\$35.17	3
EASTERN	BLDG 20 - Training House - DORMITORY ROOM 3C	\$46.89	3
EASTERN	BLDG 23 - APT 1 - Room 2-6	\$119.97	2
EASTERN	BLDG 23 - APT 1 - Room 2-7	\$79.99	2
EASTERN	Colony Farm House 52, Rm 2-4 (women)	\$158.23	1
EASTERN	Colony Farm House 63, Rm 1 - (men)	\$52.74	7
EDGECOMBE	Bldg 8	\$20.39	2
ELMIRA	Bldg 31, Exec Apartment, Cottage 2 - 1st flr. 3 room	\$105.47	4
ELMIRA	Bldg 31, Room 2, Cottage 2	\$140.64	1
ELMIRA	Bldg 31, Room 4, Cottage 2	\$246.11	1
ELMIRA	BLDG 47 Cottage 1 (Brick House) Rm 1A	\$136.74	1
ELMIRA	BLDG 47 Cottage 1 (Brick House) Rm 2B	\$136.74	1
ELMIRA	BLDG 47 Cottage 1 (Brick House) Rm 3	\$136.74	1
FISHKILL	BLDG 23 - A-02	\$140.64	1
FISHKILL	BLDG 23 - A-03	\$140.64	1
FISHKILL	BLDG 23 - A-04	\$140.64	1
FISHKILL	BLDG 23 - A-05	\$140.64	1
FISHKILL	BLDG 23 - A-09	\$140.64	1
FISHKILL	BLDG 23 - A-10	\$140.64	1
FISHKILL	BLDG 23 - A-11	\$140.64	1
FISHKILL	BLDG 23 - A-14	\$140.64	1
FISHKILL	BLDG 23 - A-15	\$140.64	1
FISHKILL	BLDG 23 - A-16	\$140.64	1
FISHKILL	BLDG 23 - A-18	\$140.64	1
FISHKILL	BLDG 23 - A-19	\$140.64	1
FISHKILL	BLDG 23 - A-20	\$140.64	1
FISHKILL	BLDG 23 - A-22	\$140.64	1
FISHKILL	BLDG 23 - A-23	\$140.64	1
FISHKILL	BLDG 23 - A-24	\$140.64	1
FISHKILL	BLDG 23 - A-25	\$140.64	1
FISHKILL	BLDG 23 - APT A-01	\$369.18	1
FISHKILL	BLDG 23 - APT A-26	\$369.18	1
FISHKILL	BLDG 23 - APT B-29	\$369.18	1
FISHKILL	BLDG 23 - B-02	\$140.64	1
FISHKILL	BLDG 23 - B-03	\$140.64	1
FISHKILL	BLDG 23 - B-04	\$140.64	1
FISHKILL	BLDG 23 - B-05	\$140.64	1
FISHKILL	BLDG 23 - B-07	\$140.64	1
FISHKILL	BLDG 23 - B-08	\$140.64	1

New York State Corrections and Community Supervision
NYSOPBA Staff Housing
5/27/2016

Facility	Residence Address	B-300 NYSOPBA MONTHLY MAINTENANCE	NYSOPBA EMPLOYEES
FISHKILL	BLDG 23 - B-11	\$140.64	1
FISHKILL	BLDG 23 - B-13	\$140.64	1
FISHKILL	BLDG 23 - B-14	\$140.64	1
FISHKILL	BLDG 23 - B-15	\$140.64	1
FISHKILL	BLDG 23 - B-16	\$140.64	1
FISHKILL	BLDG 23 - B-17	\$140.64	1
FISHKILL	BLDG 23 - B-18	\$140.64	1
FISHKILL	BLDG 23 - B-19	\$140.64	1
FISHKILL	BLDG 23 - B-20	\$140.64	1
FISHKILL	BLDG 23 - B-21	\$140.64	1
FISHKILL	BLDG 23 - B-22	\$140.64	1
FISHKILL	BLDG 23 - B-23	\$140.64	1
FISHKILL	BLDG 23 - B-25	\$140.64	1
FISHKILL	BLDG 23 - B-26	\$140.64	1
FISHKILL	BLDG 23 - B-27	\$140.64	1
FISHKILL	BLDG 23 - B-28	\$140.64	1
FISHKILL	BLDG 23 - B-30	\$140.64	1
FISHKILL	BLDG 23 - C-02	\$140.64	1
FISHKILL	BLDG 23 - C-03	\$140.64	1
FISHKILL	BLDG 23 - C-04	\$140.64	1
FISHKILL	BLDG 23 - C-05	\$140.64	1
FISHKILL	BLDG 23 - C-07	\$140.64	1
FISHKILL	BLDG 23 - C-08	\$140.64	1
FISHKILL	BLDG 23 - C-09	\$140.64	1
FISHKILL	BLDG 23 - C-10	\$140.64	1
FISHKILL	BLDG 23 - C-11	\$140.64	1
FISHKILL	BLDG 23 - C-13	\$140.64	1
FISHKILL	BLDG 23 - C-14	\$140.64	1
FISHKILL	BLDG 23 - C-15	\$140.64	1
FISHKILL	BLDG 23 - C-16	\$140.64	1
FISHKILL	BLDG 23 - C-17	\$140.64	1
FISHKILL	BLDG 23 - C-18	\$140.64	1
FISHKILL	BLDG 23 - C-19	\$140.64	1
FISHKILL	BLDG 23 - C-20	\$140.64	1
FISHKILL	BLDG 23 - C-21	\$140.64	1
FISHKILL	BLDG 23 - C-22	\$140.64	1
FISHKILL	BLDG 23 - C-23	\$140.64	1
FISHKILL	BLDG 23 - C-25	\$140.64	1
FISHKILL	BLDG 23 - C-26	\$140.64	1
FISHKILL	BLDG 23 - C-27	\$140.64	1
FISHKILL	BLDG 23 - C-28	\$140.64	1
FISHKILL	BLDG 23 - C-30	\$140.64	1
FISHKILL	BLDG 23 DORM 2 (1-56, Side A)	\$46.89	4
FISHKILL	BLDG 23 DORM 3 (2-51)	\$35.17	1
FISHKILL	BLDG 23 DORM 4 (3-51, C-31)	\$61.53	2
FISHKILL	BLDG 34 - Apt. 4	\$938.04	1
GREEN HAVEN	49	\$431.28	1
GREEN HAVEN	51	\$431.28	1
GREEN HAVEN	25-Training Acad	\$126.58	1
GREENE	Bldg 61 - 2nd Floor - Room 1	\$70.31	2
GREENE	Bldg 61 - 2nd Floor - Room 2	\$70.31	2
GREENE	Bldg 61 - 2nd Floor - Room 3	\$70.31	2
GREENE	Bldg 61 - 2nd Floor - Room 4	\$163.67	3
GROVELAND	BLDG 109 - CLOVER (3557 Powerhouse Dr.)	\$541.15	1
GROVELAND	BLDG 117 - LILAC - (117 Lilac Street)	\$189.87	1
GROVELAND	BLDG 80 - BIGGS HALL - 1 Suite [1-6]	\$284.81	1
GROVELAND	BLDG 80 - BIGGS HALL - 10 [2-26]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 11 [1-31]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 12 [1-33]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 15 [1-42]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 16 [1-44]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 17 [1-46]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 21 [1-55]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 22 [1-57]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 23 [1-59]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 24 Suite [1-63]	\$142.42	2
GROVELAND	BLDG 80 - BIGGS HALL - 25 Suite [2-7]	\$246.83	1
GROVELAND	BLDG 80 - BIGGS HALL - 26 [2-9]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 27 [2-11]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 29 [2-16]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 30 [2-17]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 31 [2-19]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 32 [2-21]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 36 [2-33]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 37 [2-35]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 38 [2-37]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 39 [2-39]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 4 [1-15]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 41 [2-46]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 43 [2-50]	\$110.13	1

New York State Corrections and Community Supervision
NYSOPBA Staff Housing
5/27/2016

Facility	Residence Address	B-300 NYSOPBA MONTHLY MAINTENANCE	NYSOPBA EMPLOYEES
GROVELAND	BLDG 80 - BIGGS HALL - 44 [2-52]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 46 [2-57]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 47 [2-59]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 48 [2-61]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 49 [2-63]	\$110.13	1
GROVELAND	BLDG 80 - BIGGS HALL - 5 [1-21]	\$110.13	1
GROVELAND	BLDG 89-DAISY RM 1 [13]	\$110.13	1
GROVELAND	BLDG 89-DAISY RM 10 [26]	\$110.13	1
GROVELAND	BLDG 89-DAISY RM 11 [30]	\$110.13	1
GROVELAND	BLDG 89-DAISY RM 12 [32]	\$110.13	1
GROVELAND	BLDG 89-DAISY RM 14 [36]	\$110.13	1
GROVELAND	BLDG 89-DAISY RM 15 [38]	\$110.13	1
GROVELAND	BLDG 89-DAISY RM 17 [24]	\$110.13	1
GROVELAND	BLDG 89-DAISY RM 18 [44]	\$110.13	1
GROVELAND	BLDG 89-DAISY RM 19 [46]	\$110.13	1
GROVELAND	BLDG 89-DAISY RM 21 [50] No Heat	\$110.13	1
GROVELAND	BLDG 89-DAISY RM 22 [52]	\$110.13	1
GROVELAND	BLDG 89-DAISY RM 25 [68]	\$110.13	1
GROVELAND	BLDG 89-DAISY RM 28 [2-35]	\$35.17	2
GROVELAND	BLDG 89-DAISY RM 29 [33]	\$110.13	1
GROVELAND	BLDG 89-DAISY RM 30 [37]	\$110.13	1
GROVELAND	BLDG 89-DAISY RM 34 [7]	\$110.13	1
GROVELAND	BLDG 89-DAISY RM 35 [9]	\$110.13	1
GROVELAND	BLDG 89-DAISY RM 6 [20]	\$110.13	1
GROVELAND	BLDG 89-DAISY RM 9 [23]	\$110.13	1
GROVELAND	BLDG 89-DAISY Suite 3	\$192.73	1
GROVELAND	BLDG 91-VANRENSSELAER APT 11 [1-32, 35, 36, 37]	\$308.53	1
GROVELAND	BLDG 91-VANRENSSELAER APT 3 [1-39, 40, 44, & 4]	\$360.75	1
GROVELAND	BLDG 91-VANRENSSELAER RM 1	\$110.13	1
GROVELAND	BLDG 91-VANRENSSELAER RM 10	\$110.13	1
GROVELAND	BLDG 91-VANRENSSELAER RM 17	\$110.13	1
GROVELAND	BLDG 91-VANRENSSELAER RM 18	\$110.13	1
GROVELAND	BLDG 91-VANRENSSELAER RM 19	\$110.13	1
GROVELAND	BLDG 91-VANRENSSELAER RM 2	\$110.13	1
GROVELAND	BLDG 91-VANRENSSELAER RM 21	\$110.13	1
GROVELAND	BLDG 91-VANRENSSELAER RM 22	\$110.13	1
GROVELAND	BLDG 91-VANRENSSELAER RM 23	\$110.13	1
GROVELAND	BLDG 91-VANRENSSELAER RM 24	\$110.13	1
GROVELAND	BLDG 91-VANRENSSELAER RM 25	\$110.13	1
GROVELAND	BLDG 91-VANRENSSELAER RM 27	\$121.14	1
GROVELAND	BLDG 91-VANRENSSELAER RM 28	\$121.14	1
GROVELAND	BLDG 91-VANRENSSELAER RM 29 (2-34)	\$121.14	1
GROVELAND	BLDG 91-VANRENSSELAER RM 30	\$110.13	1
GROVELAND	BLDG 91-VANRENSSELAER RM 31	\$110.13	1
GROVELAND	BLDG 91-VANRENSSELAER RM 33	\$110.13	1
GROVELAND	BLDG 91-VANRENSSELAER RM 34	\$121.14	1
GROVELAND	BLDG 91-VANRENSSELAER RM 35	\$121.14	1
GROVELAND	BLDG 91-VANRENSSELAER RM 4	\$110.13	1
GROVELAND	BLDG 91-VANRENSSELAER RM 5	\$110.13	1
GROVELAND	BLDG 91-VANRENSSELAER RM 6 [1-22]	\$110.13	1
GROVELAND	BLDG 91-VANRENSSELAER RM 8	\$110.13	1
GROVELAND	BLDG 91-VANRENSSELAER RM 9	\$110.13	1
GROVELAND	BLDG 91-VANRENSSELAER SUITE 26-1	\$142.42	2
HUDSON	APPLETREE COTTAGE (BLDG 22)	\$123.07	2
HUDSON	BLDG 24 GATE HOUSE	\$164.08	2
MARCY	BLDG B-72 RIVER ROAD	\$74.58	10
MID-STATE	BLDG B-43 APT 1	\$124.52	7
MID-STATE	BLDG B-43 APT 5	\$697.28	1
MID-STATE	BLDG C-42	\$86.95	4
MOHAWK	BLDG 193 (6180 LAMPHERE I)	\$465.99	1
MOHAWK	BRUSH BLDG 104 - 13	\$140.64	1
MOHAWK	BRUSH BLDG 104 - 16B	\$70.31	1
MOHAWK	BRUSH BLDG 104 - 22	\$140.64	1
MOHAWK	BRUSH BLDG 104 - 2B	\$70.31	1
MOHAWK	BRUSH BLDG 104 - 3	\$140.64	1
MOHAWK	BRUSH BLDG 104 - 9	\$140.64	1
MOHAWK	BRUSH BLDG 104 - 21A	\$35.17	2
OTISVILLE	BLDG 25 Room 3B	\$43.94	1
SING SING	Female Dorm	\$94.06	6
SING SING	Male Dorm	\$10.21	23
SING SING	Trailer Park	\$122.37	1
SING SING	Trailer Park	\$122.37	1
SING SING	Trailer Park	\$122.37	1
SING SING	Trailer Park	\$122.37	1
SING SING	Trailer Park	\$122.37	1
SING SING	Trailer Park	\$122.37	1
SING SING	Trailer Park	\$122.37	1
SING SING	Trailer Park	\$122.37	1
SING SING	Trailer Park	\$122.37	1
SING SING	Trailer Park	\$122.37	1

New York State Corrections and Community Supervision
 NYSCOPBA Staff Housing
 5/27/2016

Facility	Residence Address	B-300 NYSCOPBA MONTHLY MAINTENANCE	NYSCOPBA EMPLOYEES
SING SING	Trailer Park	\$122.37	1
SING SING	Trailer Park	\$122.37	1
SING SING	Trailer Park	\$122.37	1
SING SING	Trailer Park	\$122.37	1
SING SING	Trailer Park	\$122.37	1
TACONIC	BLDG 72 RM 106	\$101.99	2
TACONIC	BLDG 72 RM 115	\$203.95	1
TACONIC	Bldg 72 Rm 1-3 DORM	\$40.80	3
TACONIC	BLDG 72 RM 204	\$101.99	2
TACONIC	BLDG 72 RM 209	\$101.99	1
TACONIC	BLDG 72 RM 210	\$101.99	2
TACONIC	BLDG 72 RM 211	\$101.99	2
TACONIC	BLDG 72 RM 213	\$101.99	2
TACONIC	BLDG 72 RM 214	\$101.99	2
TACONIC	BLDG 72 RM 220	\$101.99	2
TACONIC	BLDG 72-12 DORM	\$40.80	3
TRNG ACADEMY	Bldg 1 Main Building Room 225	\$46.41	1
TRNG ACADEMY	Bldg 1 Main Building Room 257	\$46.41	1
WALLKILL	BLDG 31 A (1274 Route 208)	\$415.83	1
WALLKILL	BLDG 31 B (1274 Route 208)	\$415.83	1
WALLKILL	BLDG 36 (90 McKendrick Rd) Room A	\$73.43	2
WALLKILL	BLDG 36 (90 McKendrick Rd) Room B	\$73.43	2
WALLKILL	BLDG 36 (90 McKendrick Rd) Room C	\$73.43	1
WALLKILL	BLDG 38 (85 McKendrick Rd) Room A	\$91.78	1
WALLKILL	BLDG 38 (85 McKendrick Rd) Room B	\$91.78	1
WALLKILL	BLDG 38 (85 McKendrick Rd) Room C	\$91.78	1
WALLKILL	BLDG 39 - D (91 McKendrick Rd)	\$534.08	1
WALLKILL	BLDG 46 (20 O'Mara Pl)	\$462.02	1
WALLKILL	BLDG 47 (10 O'Mara Place) Room A	\$102.55	3
WALLKILL	Trailer Park - Site 2	\$66.08	1
WALLKILL	Trailer Park - Site 5	\$66.08	1
WALLKILL	Trailer Park - Site 7	\$66.08	1
WALLKILL	Trailer Park - Site 9	\$66.08	1
WASHINGTON	34 Homer-11584 State Rt 22	\$741.17	1
WASHINGTON	36 Homer-11586 State Rt 22	\$205.10	4
WASHINGTON	37 Homer-11587 State Rt 22	\$205.10	3
WASHINGTON	44 Homer-11596 State Rt 22	\$175.78	4
WASHINGTON	50 Homer-11602 State Rt 22	\$205.10	3
WASHINGTON	53 Homer-11611 State Rt 22	\$205.10	4
WASHINGTON	56 Homer-11619 State Rt 22	\$741.17	1
WASHINGTON	59 Homer-11622 State Rt 22	\$667.05	1
WASHINGTON	61 Homer-11628 State Rt 22	\$246.11	1
WASHINGTON	62 Homer-11630 State Rt 22 (SUPT RESIDENCE)	\$246.11	2
WILLARD	BLDG 116 SENECA HOME RM 102	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 104	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 105	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 108D	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 119D	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 121	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 122	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 123	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 139	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 154	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 155	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 156D	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 157	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 158	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 202	\$70.31	2
WILLARD	BLDG 116 SENECA HOME RM 204	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 205	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 206	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 219	\$70.31	2
WILLARD	BLDG 116 SENECA HOME RM 221	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 222	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 223	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 234	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 235	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 237	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 238	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 239	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 248	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 249	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 250	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 251	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 252	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 253	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 303	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 304	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 314	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 316	\$140.64	1

New York State Corrections and Community Supervision
 NYSCOPBA Staff Housing
 5/27/2016

Facility	Residence Address	B-300 NYSCOPBA MONTHLY MAINTENANCE	NYSCOPBA EMPLOYEES
WILLARD	BLDG 116 SENECA HOME RM 327	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 334	\$70.31	1
WILLARD	BLDG 116 SENECA HOME RM 337	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 338	\$140.64	1
WILLARD	BLDG 116 SENECA HOME RM 347B	\$140.64	1
WILLARD	BLDG 118-A CAYUGA HOME APT A	\$738.36	1
WILLARD	BLDG 118-B CAYUGA HOME APT B	\$155.87	2
WILLARD	BLDG 118-C CAYUGA HOME APT C	\$233.81	2
WILLARD	BLDG 118-D CAYUGA HOME APT D	\$820.39	1
WILLARD	BLDG 118-E CAYUGA HOME APT E	\$136.37	3
WILLARD	BLDG 118-F CAYUGA HOME APT F	\$129.89	3
WILLARD	BLDG 120 APT A	\$273.46	2
WILLARD	BLDG 120 APT B EAST	\$492.25	1
WILLARD	BLDG 120 APT B WEST	\$492.25	1
WILLARD	BLDG 120 APT C	\$205.10	2
WILLARD	BLDG 121, Cottage 1	\$205.10	2
WILLARD	BLDG 13	\$246.11	1
WILLARD	BLDG 14	\$651.50	1
WILLARD	BLDG 145	\$233.81	3
WILLARD	BLDG 25 GRANGE HOME Room 1	\$58.44	2
WILLARD	BLDG 25 GRANGE HOME Room 2B	\$121.23	1
WILLARD	BLDG 25 GRANGE HOME Room 5B	\$58.44	1
WILLARD	BLDG 25 GRANGE HOME Room 6A	\$58.44	1
WILLARD	BLDG 82	\$492.22	1
WILLARD	BLDG 98 BROOKSIDE (SUPT RESIDENCE)	\$68.36	11
WYOMING	BLDG 112 (241 EXCHANGE ST)	\$598.89	1
WYOMING	BLDG 115 (20 HUNT BLVD)	\$478.16	1
VARIOUS	Hudson Valley Housing	\$218.83	37

Adirondack Correctional Facility
196 Ray Brook Road
Box 110
Ray Brook, NY 12977-0110 (Essex Co.)
FAX: *10-230-2099
518-891-1343/*10-230-0000
Jeffrey Tedford, Superintendent
Paul Woodruff, DSS
Daniel Perryman, DSA
Stanley Barton, DSP
Denise Baker, Steward
Captain

Albion Correctional Facility
3595 State School Road
Albion, NY 14411-9399 (Orleans Co.)
FAX: *10-090-2099
585-589-5511/ *10-090-0000
Sheryl Zenzen, Superintendent
Michele Simmons, DSS
Duane Artus, DSA
Melinda Samuelson, Asst. Deputy Supt/PREA
Patricia Assel, DSP
Linda Janish, Steward
Dale Scalise, Captain
Leigh Collins, Captain

Altona Correctional Facility
555 Devils Den Road
P.O. Box 3000
Altona, NY 12910-2090 (Clinton Co.)
FAX: *10-540-2099
518-236-7841/*10-540-0000
John Demars, Superintendent
Richard Strack, DSS
Tina Delisle, DSA
DSP
Judith Blockson, Steward
Richard Strack, Captain

Attica Correctional Facility
639 Exchange Street
Attica, NY 14011-0149
FAX: *10-000-2099
585-591-2000/*10-000-0000
Dale Artus, Superintendent
Joseph Noeth, , 1st Dep. Supt.
Stewart T. Eckert, DSS
Susan Squires, DSA
Leanne Latona, DSP
Joey Clinton, Asst. DSP
Christine Parmerter, Steward
Captain
Paul J. Trowbridge, III, Captain
Christina Loverde, Captain
Bryan Bradt, Asst. Supt. Corr. Mental H

Auburn Correctional Facility
135 State Street
Auburn, NY 13024-9000 (Cayuga Co.)
(Inmate mail: P.O. Box 618, 13021)
FAX: *10-010-2099
315-253-8401/*10-010-0000
Harold Graham, Superintendent
Grafton G. Robinson, 1st Dep. Supt.
Jamie LaManna, DSS
William Fennessy, DSA
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Cheryl Cole, Steward
Craig Diego, Captain
Brian Chuttey, Captain

Bare Hill Correctional Facility
181 Brand Rd. Caller Box #20
Malone, NY 12953-0020 (Franklin Co.)
FAX: *10-560-2099
518-483-8411/*10-560-0000
Bruce Yelich, Superintendent
Daniel Phelix, DSS
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Bedford Hills Correctional Facility
247 Harris Road
Bedford Hills, NY 10507-2400 (Westchester Co.)
FAX: *10-120-2099
914-241-3100/*10-120-0000
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Asst. Dep. Supt. Prg.
Steward
Paul Artuz, Captain
Captain
Michael Daye, Sr., Captain
Nancy Fernandez, Asst. Dep./PREA

Cape Vincent Correctional Facility
36560 State Route 12E
P.O. Box 599
Cape Vincent, NY 13618-0599
FAX: *10-580-2099
315-654-4100/*10-580-0000
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Cayuga Correctional Facility
2202 State Route 38A PO Box 1150
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(Inmate mail: P.O. Box 1186, 13118)
FAX: *10-550-2099
315-497-1110/*10-550-0000
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Jeffrey Rucker, Captain
Robert Chapin, Captain

Clinton Correctional Facility
1156 Route 374
P.O. Box 2000
Dannemora, NY 12929-2000 (Clinton Co.)
(Inmate Mail Main: Box 2001//Annex: Box 2002)
FAX: *10-020-2099
518-492-2511/*10-020-0000
Michael Kirkpatrick, Superintendent
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Charles Gordon, Assistant Deputy Supt. MH
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Daniel Holdridge, Captain
Patrick Devlin, Captain
David Lucia, Captain

Collins Correctional Facility
P.O. Box 490, Middle Road
Collins, NY 14034-0490 (Erie Co.)
(Inmate Mail: P.O. Box 340, 14034-0340)
FAX: *10-470-2099
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Philip Greis, DSS
Patricia Zaccagnino, DSA
Kimberly Kelly, DSP
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Marvin Huitfeldt, Captain
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Coxsackie Correctional Facility
P.O. Box 200, 11260 Route 9W
Coxsackie, NY 12051-0200 (Greene Co.)
(Inmate Mail: PO Box 999, 12051-0999)
FAX: *10-130-2099
518-731-2781/*10-130-0000
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Downstate Correctional Facility
121 Red Schoolhouse Road
P.O. Box 445
Fishkill, NY 12524-0445 (Dutchess Co.)
(Inmate Mail: P.O. Box F)
FAX: *10-240-2099
845-831-6600/*10-240-0000
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Steward
John Griffin, Captain
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Eastern NY Correctional Facility
30 Institution Road, P.O. Box 338
Napanoch, NY 12458-0338 (Ulster Co.)
FAX: *10-100-2099
845-647-7400/*10-100-0000
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Anthony Russo, DSS
Rosemarie Wendland, DSA
Kenneth Colao, DSP
Diane Labbate, Steward
William Webbe, Captain
Captain

Edgecombe Residential Treatment Facility
611 Edgecombe Avenue
New York, NY 10032-4398 (N.Y. Co.)
FAX: *10-320-2099
212-923-2575/*10-320-0000
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Monica Marchese, Steward
Captain

Elmira Correctional Facility
P.O. Box 500, 1879 Davis Street
Elmira, NY 14902-0500 (Chemung Co.)
FAX: *10-110-2099
607-734-3901/*10-110-0000

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Asst DSP

Tina Klein, Steward

Captain

Gregory Keller, Captain

Marcus Butler, Asst. Deputy Supt/PREA Compliance Mgr.

Fishkill Correctional Facility

18 Strack Drive

Beacon, NY 12508-0307 (Dutchess Co.)

(Inmate Mail: 271 Matteawan Rd., P.O. Box 1245)

FAX: *10-050-2099

845-831-0400/*10-050-0000

William Connolly, Superintendent

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Five Points Correctional Facility

Caller Box 400, 6600 State Route 96

Romulus, NY 14541 (Seneca Co.)

(Inmate mail: Caller Box 119)

FAX: *10-370-2099

607-869-5111/*10-370-0000

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Franklin Correctional Facility

62 Bare Hill Road, P.O. Box 10

Malone, NY 12953-0010 (Franklin Co.)

FAX: *10-530-2099

518-483-6040/*10-530-0000

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Gouverneur Correctional Facility
112 Scotch Settlement Rd., P.O. Box 370
Gouverneur, NY 13642-0370 (St. Lawrence Co.)
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315-287-7351/*10-810-0000

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Juliette Jackson, DSP

Susan Peacock, Steward

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Gerard Caron, Captain

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(Inmate Mail: P.O. Box 311, 14070-0311)

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716-532-0177/*10-450-0000

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Great Meadow Correctional Facility

11739 State Route 22, P.O. Box 51

Comstock, NY 12821-0051 (Washington Co.)

FAX: *10-040-2099

518-639-5516/*10-040-0000

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Jeffrey Lindstrand, DSA

Philip Melecio, DSP

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Captain

Craig Goodman, Captain

Andrew Zavistaski, Captain

Green Haven Correctional Facility

594 Route 216

Stormville, NY 12582-0010 (Dutchess Co.)

FAX: *10-080-2099

845-221-2711/*10-080-0000

Thomas Griffin, Superintendent

Lynn Lilley, FDS

Donald Wilkins, DSS

Emily Williams, DSA 3

Jafia Collado, DSP

David Howard, Assistant DSP

Bridget Wojnar, Steward

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Thomas Melville, Captain

Greene Correctional Facility
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Coxsackie, NY 12051-0008 (Greene Co.)
(Inmate Mail: P.O. Box 975, 12051-0975)
FAX: *10-670-2099
518-731-2741// *10-670-0000
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Groveland Correctional Facility
P.O. Box 50
Route 36, 700 Sonyea Road
Sonyea, NY 14556-0050 (Livingston Co.)
FAX: *10-460-2099
585-658-2871// *10-460-0000
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Mark S. Passage, DSS
Paula Dean, DSA
Shawn Cronin, DSP
Steward
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279 Maloney Road
Johnstown, NY 12095-3769 (Fulton Co.)
(Inmate Mail: P.O. Box 950, 12095)
FAX: *10-850-2099
518-736-2094// *10-850-0000
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Dominick Mauro, DSA
Lisette Roldan-Hart, DSP
Randy Gross, Steward
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Hudson Correctional Facility
P.O. Box 576, 50 East Court Street
Hudson, NY 12534-0576 (Columbia Co.)
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518-828-4311// *10-270-0000
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Paulette Miller, DSP
Jocasa Relf, Steward
David Douglas, Captain

Lakeview Shock Incarceration Corr. Fac.
9300 Lake Avenue, P.O. Box T
Brocton, NY 14716-9798 (Chautauqua Co.)
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716-792-7100// *10-600-0000
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Deborah Watkins, DSP
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Michael Napierala, Captain
Walter Moss, Captain

Lincoln Correctional Facility
31-33 West 110th Street
New York, NY 10026-4398 (N.Y. Co.)
FAX: *10-360-2099
212-860-9400// *10-360-0000
Robert Morton, Superintendent
Delta Barometre, Asst. DSP
Edward Jones, Steward
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Livingston Correctional Facility
P.O. Box 49
Route 36, 7005 Sonyea Road
Sonyea, NY 14556-0049 (Livingston Co.)
(Inmate Mail: P.O. Box 1991, 14556)
FAX: *10-800-2099
585-658-3710// *10-800-0000
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Karen Bielak, DSA
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Shari Norton, Steward
Michael DiAngelo, Captain

Marcy Correctional Facility
9000 Old River Road, P.O. Box 5000
Marcy, NY 13403-5000 (Oneida Co.)
(Inmate Mail: P.O. Box 3600, 13403)
FAX: *10-490-2099
315-768-1400// *10-490-0000
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Mid-State Correctional Facility
P.O. Box 216, 9005 River Road
Marcy, NY 13403-0216 (Oneida Co.)
(Inmate Mail: P.O. Box 2500, 13403)
FAX: *10-480-2099

315-768-8581/*10-480-0000
Joseph Ward, Superintendent
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Terry Whitaker, DSA
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Patricia Reilley, Steward
Captain
Karl Adamik, Captain
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Mohawk Correctional Facility
6514 Route 26, P.O. Box 8450
Rome, NY 13440 (Oneida Co.)
(Inmate Mail: P.O. Box 8451)
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315-339-5232/*10-390-0000
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75 Burhart Lane, P.O. Box 999
Mineville, NY 12956-0999 (Essex Co.)
FAX: *10-510-2099

518-942-7561/*10-510-0000
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Boyce Rawson, Captain

Ogdensburg Correctional Facility
One Correction Way
Ogdensburg, NY 13669-2288 (St. Lawrence Co.)
FAX: *10-350-2099

315-393-0281/*10-350-0000
Larry Frank, Superintendent

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Orleans Correctional Facility
3595 Gaines Basin Road
Albion, NY 14411-9199 (Orleans Co.)
FAX: *10-640-2099

585-589-6820/*10-640-0000
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Otisville Correctional Facility
57 Sanitorium Road, P.O. Box 8
Otisville, NY 10963-0008 (Orange Co.)
FAX: *10-290-2099

845-386-1490/*10-290-0000
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Sandra House, Steward
Charles Weeden, Jr., Captain

Queensboro Correctional Facility
47-04 Van Dam Street
Long Island City, Ny 11101-3081 (Queens Co.)
FAX: *10-170-2099

718-361-8920/*10-170-0000
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Riverview Correctional Facility
Route 37, P.O. Box 158
Ogdensburg, NY 13669-0158 (St. Lawrence Co.)
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315-393-8400/*10-570-0000
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Russell Keller, DSA
Robert Brabant, DSP
Steward
Richard Adams, Captain

Rochester Correctional Facility
470 Ford Street
Rochester, NY 14608-2499 (Monroe Co.)
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585-454-2280// *10-300-0000
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Shawangunk Correctional Facility
P.O. Box 750, 200 Quick Road
Walkkill, NY 12589-0750 (Ulster Co.)
(Inmate Mail: P.O. Box 700)
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845-895-2081// *10-680-0000
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Sandra House, DSA
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Sing Sing Correctional Facility
354 Hunter Street
Ossining, NY 10562-5498 (Westchester Co.)
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914-941-0108// *10-070-0000
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Southport Correctional Facility
P.O. Box 2000, 236 Bob Masia Drive
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607-737-0850// *10-630-0000
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Shaw Melvin, Captain
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Sullivan Correctional Facility
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845-434-2080// *10-690-0000
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Captain

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914-241-3010// *10-250-0000
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Ulster Correctional Facility
750 Berme Road, P.O. Box 800
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845-647-1670// *10-610-0000
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Steward
Captain
Harold Moss, Captain

Upstate Correctional Facility
P.O. Box 2000, 309 Bare Hill Road
Malone, NY 12953 (Franklin Co.)
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518-483-6997// *10-840-0000
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50 McKenderick Rd., P.O. Box G
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845-895-2021/*10-060-0000
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Sidney Johnston, DSA 2
Marylyn Kopp, DSP
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Washington Correctional Facility
P.O. Box 180, 72 Lock Eleven Lane
Comstock, NY 12821-0180 (Washington Co.)
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518-639-4486/*10-650-0000
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Mark Walker, DSA
Mary Bailey, DSP
Ann Fiorini, Steward
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Watertown Correctional Facility
23147 Swan Road
Watertown, NY 13601-9340 (Jefferson Co.)
FAX: *10-030-2099
315-782-7490/*10-030-0000
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John Rafferty, DSA 2
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Stephen Woodward, Captain

Wende Correctional Facility
3040 Wende Road
Alden, NY 14004-1187 (Erie Co.)
FAX: *10-430-2099
716-937-4000/*10-430-0000
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Captain
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Willard Drug Treatment Campus
P.O. Box 303
7116 County Route 132
Willard, NY 14588-0303 (Seneca Co.)
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607-869-5500/*10-820-0000
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Woodbourne Correctional Facility
99 Prison Road
Box 1000
Woodbourne, NY 12788-1000 (Sullivan Co.)
FAX: *10-140-2099
845-434-7730/*10-140-0000
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3203 Dunbar Road, P.O. Box 501
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585-591-1010/*10-660-0000
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Captain

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NYSCOPBA
PHONE EXTENSION LIST

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Cunningham, Susan (WC, Health & Safety, FMLA)	247
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Dildine, Mike (Recording Secretary)	242
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Greenfield, Ron (Building Maintenance)	314
Gulino, Mary (Office Manager)	227
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Lashway, Paul (Central Region Vice President)	315-736-5479
Lobby at Front Desk	263
Lunchroom (Downstairs)	254
Lunchroom (Upstairs)	232
Marro, Mike (Grievance Dept., Staffing)	253
Mazzella, Mike (Mid Hudson Vice President)	845-563-8700
Miano, Joe (Western Region Vice President)	585-382-3120
Miller, Jim (Public Relations Director)	230
NYSCOPBA Headquarters Fax	518-426-1635
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Pascuzzi, Nicole (Accounting)	249
Powers, Michael (President)	302
Sawchuk, Tammy (Executive Vice President)	304
Sawyer, Tom (Law Enforcement Business Agent)	244
Sellers, Billy (Special Assistant to the President)	237
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Trotter, Doug (Law Enforcement Business Agent)	231
Valente, Daniel (Legislative Director)	306
Veterans Committee (Cell)	518-441-2036
Viddivo, Dave (Sergeant Liaison)	266

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Western Region	Joe Miano Dave Tessmer, Al Mothershed	585-382-3120 Fax 585-382-9275

NEW YORK STATE
DEPARTMENT OF CORRECTIONAL SERVICES

SECURITY INFORMATION STAFFING UNIT

COMPUTERIZED CHARTING SYSTEM MANUAL

REVISED JANUARY 2003

COMPUTERIZED CHARTING SYSTEM MANUAL

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Attachment: "If Consolidated SISU is Wrong"

INTRODUCTION

The material contained within this manual is designed to explain the procedure for recording information on the computerized charting system.

This system follows established manual charting procedures and provides a method of automating SISU calculations and reporting data.

SECURITY STAFFING UNIT TRANSACTION CODES AND REQUIRED MENU FIELDS

Sergeant

TRAN CODE	TRANSACTION NAME	T O U R	P A G E	S E C T I O N	D A I L Y D A T E	P E R I O D D A T E	P O S T #
RESOURCE POOL GRID ENTRY							
111	RESOURCE POOL ADDITION						
114	RESOURCE POOL INQUIRY (* FOR OPTIONAL STARTING POINT, ENTER RESOURCE NUMBER)	X				X	*
115	RESOURCE POOL DAILY GRID INQUIRY (* FOR OPTIONAL STARTING POINT, ENTER RESOURCE NUMBER)	X			X		*
PLANNED ABSENCES AND POST CHANGES							
210	DAILY ABSENCES / ADDITIONAL SERVICES						
250	CHECK TOUR FOR POST COVERAGE < 8 HOURS				X		X
299	CHECK TOUR FOR RESOURCE POOL ASSIGNMENTS < 8 HOURS	X			X		
STAFF PLANNING GRIDS PRINT (GRID I, II, III)							
305	PRINT - OVERTIME SUMMARY REPORT - PRELIMINARY	X			X		
310	PRINT - DAILY GRID (* TOUR OPTIONAL)	*			X		
311	PRINT - DAILY GRID - POSTS ONLY (* TOUR OPTIONAL)	*			X		
312	PRINT - DAILY GRID - RESOURCE POOL ONLY (* TOUR OPTIONAL)	*			X		
313	PRINT - DAILY TRACKING GRID - BLANK WORKSHEET ONLY (* TOUR OPTIONAL)	*			X		
325	PRINT - DAILY ABS & ADDL SERVICE NEEDS ONLY (* TOUR OPTIONAL)	*			X		
340	PRINT - CLOSED POSTS - BY DAILY DATE OR PAYROLL PERIOD				X	X	
375	PRINT - OVERTIME SUMMARY REPORT - FINAL				X		
380	PRINT - SENIORITY REPORT REQUEST						
381	DISPLAY - SISU ABSENCES AND ADD'L SERVICE CODES						
382	PRINT - SISU ABSENCES AND ADD'L SERVICE CODES						
383	DISPLAY - ACTIVITY CODES						
384	PRINT - ACTIVITY CODES						

Last Updated 06/27/05, 09:55

SECURITY STAFFING UNIT
TRANSACTION CODES AND REQUIRED MENU FIELDS

Sergeant

TRAN CODE	TRANSACTION NAME	TOUR	PAGE	SECTION	DAILY DATE	PERIOD DATE	POST #
<u>PRELIMINARY SISU REPORT</u>							
399	PRELIMINARY SISU REPORT	X			X		
<u>OVERTIME UPDATE</u>							
400	OVERTIME UPDATE				X		
<u>DAILY ABSENCES / ADDL SERVICES TOTALS</u>							
501	ABSENCES						
502	CONTROL + HEALTH				X		
503	PROGRAMS + ENHANCEMENT				X		
504	INCIDENTS + OVERTIME				X		
<u>BLANK SISU</u>					X		
550	BLANK SISU						
<u>SISU REPORT RERUN</u>							
599	SISU REPORT RERUN				X		
<u>SWAPS</u>							
710	MODIFY/CANCEL SWAP						
715	UNFULFILLED SWAP						

SECURITY STAFFING UNIT

ABSENCES AND ADDITIONAL SERVICES CODE LISTING

CODE #	NAME	CODE #	NAME	CODE #	NAME
ARD	RDO	CTT	INMATE TRANSFERS	PGR	IGRC
AVC	ANNUAL LEAVE	CDP	DRAFT PROCESS	POL	INMATE ORG/LIAISON
APL	PERSONAL LEAVE	COC	CELL CHANGES	PPK	PACKAGE ROOM
APS	SICK LEAVE	CSP	SUPTS PROCDs	PNP	NOTARY PUBLIC
AFS	SICK FAMILY	CAC	ADJUST COMMITTEE	PPB	PAROLE BOARD
AWC	WORKERS COMP	CKS	KEYLOCK SERVICES	PPC	PROGRAM COMMITTEE
AHS	SICK 1/2 PAY	CDS	DETENTION SERVICES	PTR	TEMP REL COMMITTEE
AWs	SICK W/O PAY	CRP	REPORT PREPARATION	POR	ORIENT RECEPTION
AEW	LEAVE W/O PAY	CCS	PLANNED CELL SRCH	PVA	VISIT ACTIVITIES
AWO	AWOL	CAS	PLANNED AREA SRCH	PRC	RECREATION
ADS	DISCIPLINARY SUSP	CSS	SUSPICION SEARCH	PSP	SPECIAL PROGRAMS
ATA	TRAINING ACADEMY	CCB	CIVILIAN ESCORT	PRS	RELIGIOUS SERVICES
ADA	DETACHED ASSIGN	CIB	INMATE ESCORT	PIN	INDUSTRY
AIT	C.O. TRAVEL	CTP	TRUCK PROCESS	PMT	MAINTENANCE PRGM
AUB	UNION BUSINESS	CCN	CONSTRUCTION	PFV	FUNERAL/SICK/COURT
ABX	STATE C.S. EXAM	CEB	CERT EXERCISE	PMP	MISC - PROGRAM
AFI	FACILITY INSTRUCT	CUI	UNUSUAL INCIDENT HR		
AFC	FACILITY TRAINING	CMC	MISC - CONTROL	MLD	LIGHT DUTY
ACR	CIVILIAN RELIEF	CPC	PERIMETER/CONTROL	MSO	STAFF ORIENTATION
AML	MILITARY LEAVE	CUH	UNSTAFFED HOUSING	MEA	EAP
AXX	OTHER			MER	CERT TRAINING
AJD	JURY DUTY	HPT	OUT HEALTH POST	MIU	CIU TRAINING
APB	PUBLIC SAFETY	HTR	OUT HEALTH TRP	MSC	STAFF CONSULTATION
		HFH	FAC HEALTH SERVICE	MJT	JOB TRAINING
		HFM	FAC MTL HEALTH SVC		
		HMH	MISC - HEALTH		
RDO =	ASSIGN RDO				
NRDO	CANCEL RDO				

TO SIGN ON TO THE COMPUTER CHART SYSTEM.

1. Sign on to the IBM system. This gives access to the FSSU system.

2. At the 'signon' screen:

SYSTEM Type FSSU

PASSWORD Type YOUR PERSONAL PASSWORD

USERID Type YOUR USER ID

3. Depress the ENTER key.

FACILITY Type your FACILITY CODE and depress ENTER key.

TRANSACTION PROCEDURE I

TO RECORD AN ABSENCE (VAC., PL, ETC.)

Step 1

Record 210 Transaction Code
Record Date of Absence
Record Resource # assigned to C.O. or the C.O.'s Bid Post #.

Step 2

When the above information has been recorded on the screen, initiate information input by depressing the ENTER key on the terminal keyboard. The following screen will appear:

SECURITY STAFFING SYSTEM
DAILY ABSENCES AND ADDITIONAL SERVICES NEEDS.

DATE: 08/14/02

POST / RESOURCE NUMBER: 0004 POST NAME: KITCHEN/DINING ROOM

NAME:

SQUAD: 04 TOUR: 2 SHIFT: 06:00 TO 14:00

TOUR	START TIME	END TIME	REASON	POST CLOSED (Y IF YES)	IF OVERTIME ENTER TOUR	PSB (Y IF YES)	MEALS ALLOWED (1 OR 2)
------	---------------	-------------	--------	---------------------------	---------------------------	-------------------	------------------------------

ENTER=CONTINUE TRANSACTION PF1=MENU

Step 3.

Record the C.O.'s Start Time
Record the C.O.'s End Time
Record the C.O.'s appropriate Absence Code (APS. - AVC.)

When the above information has been recorded, initiate information input by depressing the ENTER key on the terminal keyboard.

This transaction should now be accepted by the terminal and acceptance will be indicated on the terminal screen

TRANSACTION PROCEDURE II

TO RECORD ASSIGNMENT FROM RESOURCE POOL TO POST COVERAGE

Step 1

- Record 210 Transaction Code.
- Record Date of Assignment
- Record Resource # of C.O. who will be providing post coverage.

Step 2

When the above information has been recorded on the screen, initiate information input by depressing the ENTER key on the terminal keyboard. The following screen will appear:

SECURITY STAFFING SYSTEM
DAILY ABSENCES AND ADDITIONAL SERVICES NEEDS.

DATE: 08/14/02

POST / RESOURCE NUMBER: 0004 POST NAME: KITCHEN/DINING ROOM

NAME:

SQUAD: 04 TOUR: 2 SHIFT: 06:00 TO 14:00

TOUR	START TIME	END TIME	REASON	POST CLOSED (Y IF YES)	IF OVERTIME ENTER TOUR	PSB (Y IF YES)	MEALS ALLOWED (1 OR 2)
------	---------------	-------------	--------	---------------------------	---------------------------	-------------------	------------------------------

ENTER-CONTINUE TRANSACTION PF1-MENU

Step 3

- Record the assigned C.O.'s Start Time
- Record the assigned C.O.'s End Time
- Record the number of the post the assigned C.O. will cover.

When the above information has been recorded, initiate input by depressing the ENTER key on the terminal keyboard.

This transaction should now be accepted by the terminal and acceptance will be indicated on the terminal screen.

TRANSACTION PROCEDURE III

TO RECORD A POST CLOSING (8 HOURS)

Step 1

Record 210 Transaction Code
Record Date Post is to be Closed
Record Number of Post to be Closed

Step 2

When the above information has been recorded on the screen, initiate information input by depressing the ENTER key on the terminal keyboard. The following screen will appear:

SECURITY STAFFING SYSTEM DAILY ABSENCES AND ADDITIONAL SERVICES NEEDS

DATE: 08/14/02

POST / RESOURCE NUMBER: 0004 POST NAME: KITCHEN/DINING ROOM

NAME:

SQUAD: 04 TOUR: 2 SHIFT: 06:00 TO 14:00

TOUR	START TIME	END TIME	REASON	POST-CLOSED (Y IF YES)	IF OVERTIME ENTER TOUR	PSB (Y IF YES)	MEALS ALLOWED (1 OR 2)
------	---------------	-------------	--------	---------------------------	---------------------------	-------------------	------------------------------

ENTER-CONTINUE TRANSACTION PF1-MENU

TRANSACTION PROCEDURE III (Con't)

Step 3

NOTE: If the C.O. normally covering this post will be absent this date, you must enter:

1. Start Time
2. End Time
3. Reason for Absence
4. Record the letter Y under the Post Closed Column.

If the C.O. normally covering this post is being assigned to another post or additional service coverage, you must enter:

1. Start Time
2. End Time
3. Type of Assignment (Post # coverage or appropriate additional service code CDP, HPT.)
4. Record the letter Y under the Post Closed Column.

When the above information has been recorded, initiate input by depressing the ENTER key on the terminal keyboard.

This transaction should now be accepted by the terminal and acceptance will be indicated on the terminal screen.

TRANSACTION PROCEDURE IV

TO RECORD C.O.'S ASSIGNMENT TO MULTIPLE ADDITIONAL
SERVICE OR BID ASSIGNMENTS.

Step 1

Record 210 Transaction Code
Record Date of Assignment
Record Resource # of C.O. who will be providing coverage.

Step 2

When the above information has been recorded on the screen, initiate information input by depressing the ENTER key on the terminal keyboard. The following will appear:

SECURITY STAFFING SYSTEM
DAILY ABSENCES AND ADDITIONAL SERVICES NEEDS.

DATE: 08/14/02
POST / RESOURCE NUMBER: 0004 POST NAME: KITCHEN/DINING ROOM
NAME:
SQUAD: 04 TOUR: 2 SHIFT: 06:00 TO 14:00

[illegible]

ENTER-CONTINUE TRANSACTION PF1-MENU

Step 3

Note: For each additional service or post coverage assignment, the following entry is necessary:

Start Time
End Time
Type of Assignment (CDP, HPT - Post #).

TRANSACTION PROCEDURE IV (Con't)

All assignment entries should be made in consecutive order.

Example: 7:00 - 10:00 CDP
 10:00 - 13:00 HTR
 13:00 - 15:00 0027 (Post # Assignment)

When the above information has been recorded, initiate input by depressing the ENTER key on the terminal keyboard.

This transaction should now be accepted by the terminal and acceptance will be indicated on the terminal screen.

TRANSACTION PROCEDURE V

TO RECORD A C.O. WORKING OVERTIME ON A POST OR ADDITIONAL
SERVICE ASSIGNMENT.

Step 1

Record 210 Transaction Code
Record Date of Assignment
Record Resource # of C.O. who will be working overtime.

Step 2

When the above information has been recorded on the screen, initiate information input by depressing the ENTER key on the terminal keyboard. The following screen will appear:

SECURITY STAFFING SYSTEM
DAILY ABSENCES AND ADDITIONAL SERVICES NEEDS.

DATE: 08/14/02
POST / RESOURCE NUMBER: 0004 POST NAME: KITCHEN/DINING ROOM
NAME:
SQUAD: 04 TOUR: 2 SHIFT: 06:00 TO 14:00

TOUR	START	END	REASON	POST CLOSED	IF OVERTIME	PSB	ALLOWED
	TIME	TIME	(Y IF YES)	ENTER TOUR	(Y IF YES)		(1 OR 2)

ENTER-CONTINUE TRANSACTION PF1-MENU

TRANSACTION PROCEDURE V (Con't.

Step 3

Record the assigned C.O.'s Start Overtime Time

Record the assigned C.O.'s End Overtime Time

Record appropriate function assignment (Additional Service Code or Post #)

Record under the 'If Overtime' column the tour on which overtime is to be worked.

Example:	Tour I	Code 1
	Tour II	Code 2
	Tour III	Code 3

When the above information has been recorded, initiate input by depressing the ENTER key on the terminal keyboard.

This transaction should now be accepted by the terminal and acceptance will be indicated on the terminal screen.

CLOSING THE SHIFT

Step 1

At or near the end of your shift, print the preliminary SISU (transaction code 399) for the appropriate date and tour.

Check that deficiencies and overtime balance.
(Deficiencies = overtime divided by 8)

If incorrect, make appropriate checks outlined in the attachment, titled "If Consolidated SISU is wrong" located on the back page of this manual.

If correct proceed to Step 2.

Step 2

Print transaction code 305 (overtime summary) which will show you C.O. overtime as it appears on the chart. You must manually add security supervisors and/or security civilians. Print 325 (daily absence and additional service needs) for the appropriate date and tour.

Review both documents for accuracy.

Step 3

Sign the chart in the appropriate area.

Prepare entire packet to be presented to the Watch Commander. (The manually worked chart, the 399 preliminary SISU, the 305 overtime summary and the 325 absence and additional service needs.)

The 599 (consolidated SISU) will print automatically on tour 1 for the previous days activities. This must be attached to the packet of the previous day charts.

IF CONSOLIDATED SISU IS WRONG:

- Look at draft SISU from each shift to determine which shift is wrong.
- Check OT against overtime summaries to determine if correct.
- If OT is correct and deficiency is too high, usually they forgot to close a post.
- If deficiency is low, they did not account for 8 hours for someone.
- Check 250 screen. If wrong, correct.
- Check 299 screen. If wrong, correct.
- If they are okay and show no errors, print 310 chart for the shift. Available resources will print out on tracking sheet.
- If no available resources, check 325 print (daily absence and service needs) for 8 hours for each officer. If you find C.O. entry that is not 8 hours, use 210 code to correct and re-run SISU (599code).

If all else fails, call Security Information Staffing Unit. Someone will help you.

When you find mistakes, tell the shift what it was so they will know for future reference.

SISU Telephone Number: (518) 485-5407

INTERVIEW AND INTERROGATION

Sr. Inv. David F. Madden, Jr.
New York State Police

DEFINITIONS

INTERVIEW:

1. A meeting of people face to face to confer
2. A meeting in which a person is asked about his or her views

INTERROGATE:

To question, esp.
formally

A SUCCESSFUL INTERVIEWER - INTERROGATOR:

- Constantly studies and experiments with new techniques.*
 - Interviews/Interrogates everyone they can, even those who **apparently** will not admit anything.*
 - Concentrates on the Interview/Interrogation, not going home, smoking, eating, etc..*
 - Is a quick thinker with enough flexibility to fit the changing scene.*
 - Is a person who is **liked** and **respected** by the great majority of witnesses/suspects.*
 - Is a person who has the personality traits which convince witnesses/suspects they can confide in him or her.*
 - Is a person who has the confidence in their ability to consistently succeed.*
-

FOUR RULES OF GOOD LISTENING

- 1. Think ahead of the
talker.**
 - 2. Weigh the evidence
used to support his
or her points.**
 - 3. Mentally review and
summarize each point.**
 - 4. Interpret nonverbal
communication.**
-

INTERVIEWING - TYPES OF QUESTIONS

Open Questions

Closed Ended Questions

Clarification Questions

Alternative Questions

Compound or Complex Questions

Time and Space Questions

GENERAL INTERVIEW

Opening - Draw a baseline for Truth & Lies.
Try to build a rapport to build trust. Need good body language. Stay away from adversarial relationship.

Narrative - Listen, observe - Little or no interruptions.
No notes at this time. Not a just the facts moment.

First Paraphrase - reiterate back to subject what was relayed to you to confirm understanding.
Allows them to fill in the blanks. Still no notes.

Ask who, what, where, when & how. Time to take notes. Pick up and write so not to distract.
Time to fill in holes or contradictions. Time to ask prepared questions. Make sure you have the questions answers to the questions that must be answered.

Second Paraphrase - getting in to the final story.
Time for written statements / Depositions.

Professional Close - Anything else I should know.
If you were in my place, who would you talk to next.
Give Respect, even to suspects - May be remembered if info is subsequently needed.

CONFESSION STOPPERS

Arson -

Burglary -

Confess/Confession -

Guilt or Innocence -

Mug -

Rape -

Sell -

Sex Assault -

Statement -

Steal -

14" Paper -

VERBAL CLUES

T

Explosive

uses explosive words - rape

**Understands
basic issue**

**Steady
frequency**

} Answers
→

Note
Baseline →

To help self

Direct answers

L

Soft - verbal

Why me?

**Delays:
physical
& verbal**

Civic duty

**Returns -
Qualifiers**

Why would I
do that
- Honestly
To be perfectly
honest.

RETURN

QUESTIONS

ARE

STALLS

Do you think I would do that?

Why would anyone do that?

What would make ME do that?

QUALIFIERS

ARE

STALLS

You're not going to believe this.

Honestly.

You can believe me.

Would I lie to you.

To be perfectly frank.

To my best recall.

I swear on my mother's grave.

BEHAVIORAL CLUES

T

L

**Concerned and
Interested**

**Unconcerned about
Reputation**

Cooperative

**Less Than and
Overly Polite**

**Open Gestures
and Points**

Closed Gestures

PHYSICAL GESTURES AS BEHAVIORAL CLUES

I = generally truthful

L = generally lying

a = aggressive - angry

? = ambiguous - look for additional clues

HEAD

POSITION TILTED (I) JUTTING FORWARD (a) DOWN (L)

EYEBROWS BOTH RAISED & MOUTH OPEN (I), ONE RAISED (?), SQU. TOGETHER & LOW (a)

EYES BREAKS CONTACT (?), PUPIL ENLARGES (L - ?), CLOSES EYES (L), RAPID BLINKING (L), NARROWED EYES (a - ?), WINK-SMILE-NOD (I), SQUINTS (?) 7: - 75% of time

MOUTH SMILING (?), TIGHT-HORIZONTAL LIPS (a), MOUTH SQUARED (a), BARES TEETH (a), MOUTH-UPSIDE-DOWN "U" (upset), TONGUE TIP EXPOSED-BITTEN (deep thought), BITS/CHEWS TONGUE (L), "SWALLOWS" LIPS (L), DRY LIP LICK (L), DROOLING (L), CLICKS (L), WHITE FOAM IN CORNERS (L)

FACE BECOMES RED (embarrassed), BECOMES WHITE (L-?), BECOMES BLUE/BLACK (a)

MOVEMENT NODDING UP-DOWN (agreement), SHAKING SIDEWAYS (disagreement), JERKS HEAD DOWN & RAISES SLOWLY (excited), RAISES HEAD TILTS LOOKS DOWN NOSE (arrogant)

NECK ADAMS APPLE BOBS (L), CAROTID ARTERY ENLARGES & HEARTBEAT IS VISIBLE (a - L)

SHOULDERS

POSITION SLUMPED (? - L), FORWARD (tense), STRAIGHT (I)

ELBOWS

POSITION AWAY FROM BODY (rel. - I), CLOSE TO BODY (tense - L)

HANDS

MOVES TO HEAD COVER EYES (L), HAND OVER/ALONGSIDE MOUTH (L), ON CHIN (I), HOLDING/RUBBING CHIN (I), "L" CHIN (a), FINGERS RUB/SCRATCH CHIN (?), HOLDS NOSE (L), TOUCHES/RUBS NOSE (L), INDIAN SCOUT GESTURE (? - L), HAND TO BACK OF NECK (imitated), CLOSED FINGER HAIR STROKE (imitated), PREENING/PATting HAIR (interest), COMBS HAIR WITH FINGERS (L), SCRATCHES TOP/BACK OF HEAD (?), HITS FOREHEAD WITH PALM (I), HANDS CLASPED BEHIND HEAD (t-arrogant), WOMEN CURL HAIR (L)

MOVES TO

BODY HAND TO THROAT (L), WOMEN PLAY WITH NECKLACE (L), POINTS/TAPS FINGER TO CHEST (I), OPEN HAND TO CHEST (I), ARMS TIGHTLY CLOSED (a - L), ARMS LOOSELY CROSSED-STOMACH (I), POINTS/MOVES HANDS AWAY FROM BODY (L), LINT-PICKER (L), HAND WIPER (L), HANDS ON HIPS (arrogant)

INDEPENDENT

OF BODY FINGER TAPPER (L), FINGER JABBER (a), FIST FORMER (a), HANDS CLASPED IN FRONT (L), STEEPLING (arrogant), FINGERNAILS/PALMS (L), HANDS APART/PALMS UP (I), CROSSED FINGERS (L), SNAPS FINGERS (I)

LEGS

MOVEMENT CROSS LEGS (? - L), UNCROSS LEGS (? - L), DOUBLE CROSS (L - ?)

KNEES WOBBLE (L), STUCK OUT TO SIDES (I)

FEET MOVES BENEATH CHAIR (L), MOVES FROM BENEATH CHAIR (I), ONE FOOT UNDER LEG (timid), FEET FLAT ON FLOOR (I), ANKLES CROSSED BENEATH CHAIR (scared), FOOT TAPPER (L), FOOT STOMPER (a)

LEGS

(CROSSED) FOOT BOUNCER (L), FIELD GOAL KICKER (a), FOOT SWINGER (L), ANKLE ON KNEE (arrogant), WOMAN-RAISED SHOE PARTIALLY OFF (agitated), FOOT RAISER (L), FOOT DROPPER (L), FEET OUT ANKLES CROSSED (confident), FEET ON MY CHAIR (a)

POSTURE/SITTING - POSITION

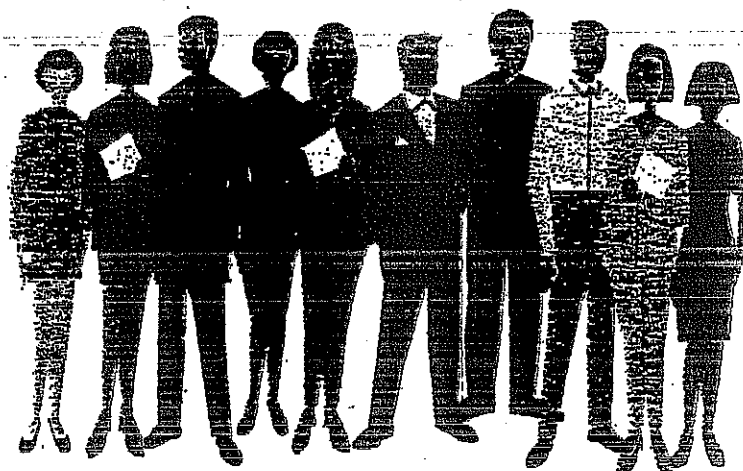
SHOULDERS SLUMPED/LOOKING STRAIGHT AHEAD (I), SHOULDERS SLUMPED/LOOKING DOWNWARD (L), SHOULDERS SLUMPED/LOOKING DOWNWARD, HANDS HANGING (L), HANDS ON KNEES/LEANING FORWARD (anxious), ELBOWS ON KNEES/HANDS HOLDING CHIN (L - ?), CHAIR TILTED BACKWARDS (a), CHAIR TILTED BACKWARDS/HANDS CLASPED BEHIND HEAD OR STEEPLING (arrogant), LEANS/FACES EXIT (L), RED-ANT-HILL SITTER (L), SITTING STRAIGHT (I), RIGID BODY (L)

MISCELLANEOUS PHYSICAL GESTURES

POSITIONS CHAIR-BEFORE SITTING (L), RAPID BREATHING (L - ?), FAST INHALATION (?), CHEST/STOMACH HEAVES (L), GOOSE BUMPS (L - ?), YAWNS/BODY RELAXED (bored), YAWNS/BODY TENSE (scared), YAWNS CONTINUOUSLY (L), NOTICEABLE ODOR (L), SWEAT RINGS/UNDER ARMS (L), BEADS OF SWEAT/FOREHEAD (L), MIRROR GESTURES (I)

SEXUAL HARASSMENT PREVENTION:

WHAT SUPERVISORS NEED TO KNOW



Participant Materials

**NEW YORK STATE
GOVERNOR'S OFFICE OF EMPLOYEE RELATIONS**

**David Paterson, Governor
Linda Angello, Director**

GOER gratefully acknowledges the critical role played by the Governor's Committee on Affirmative Action, The NYS Affirmative Action Advisory Council, and the many individuals who, representing a broad spectrum of State agencies, shared their ideas, expertise, energy and commitment as part of the Sexual Harassment Prevention Advisory Committee. The involvement of these organizations and individual contributors was instrumental in the creation of this valuable training program.

The Sexual Harassment Prevention Program: What Supervisors Need to Know, is jointly funded through the negotiated agreement between the State of New York and the Civil Service Employees Association, Inc. and the negotiated agreement between the State of New York and the Public Employees Federation, AFL-CIO. Program administration and additional funding are provided by the Governor's Office of Employee Relations.

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Sexual Harassment Prevention: What Supervisors Need to Know

AGENDA

I. INTRODUCTION TO THE PROGRAM

90 Minutes

- Welcome
- Introduction of Participants
- Introduction to the Program
- Program Objectives
- Review of the Session
- **Learning Activity One:** Defining Sexual Harassment
- **Learning Activity Two:** What is Sexual Harassment?
- **Learning Activity Three:** The Cost of Harassment

BREAK

10 Minutes

II. DEALING WITH SEXUAL HARASSMENT IN YOUR AGENCY

45 Minutes

- **Learning Activity Four:** Eliminating and Preventing Sexual Harassment

III. SUPERVISORY ISSUES

30 Minutes

- **Learning Activity Five:** Supervisory Responsibility and Liability
- **Learning Activity Six (OPTIONAL):** Interviewing Skills
- **Learning Activity Seven:** Maintaining an Environment Free From Sexual Harassment

IV. CLOSING THE PROGRAM

15 Minutes

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PART I: INTRODUCTION TO THE PROGRAM

Objectives	1
Defining Sexual Harassment	2
What is Sexual Harassment?	3
The Cost of Harassment	4

PART II: DEALING WITH SEXUAL HARASSMENT IN YOUR AGENCY

Eliminating and Preventing Sexual Harassment	5
--	---

PART III: SUPERVISORY ISSUES

Supervisory Responsibility	8
Supervisory Liability	9
Maintaining an Environment Free from Sexual Harassment	10

APPENDIX	11
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Sexual Harassment Prevention: What Supervisors Need to Know

OBJECTIVES

Upon completion, participants will be able to:

1. Understand the concept and definition associated with sexual harassment.
2. Identify situations and behaviors that could be perceived as sexual harassment.
3. Understand a supervisor's obligations and responsibilities to create and maintain a harassment-free work environment.
4. Apply specific strategies for preventing and eliminating sexual harassment in the workplace.
5. Appropriately respond to allegations of sexual harassment.
6. Apply specific strategies to promote healing after allegations of sexual harassment.



<p>DEFINING SEXUAL HARASSMENT</p>
--

Directions: Discuss the following questions within your group:

1. As a supervisor, what does the term sexual harassment mean to you?
2. How is sexual harassment different from sexual discrimination?
3. Why does sexual harassment occur in the workplace?
4. Give three examples of sexual harassment.
5. As managers, how are we affected by sexual harassment in the workplace?
6. What is the most important thing you, as a supervisor, can do to combat sexual harassment in the workplace?

WHAT IS SEXUAL HARASSMENT?

Sexual harassment is any **unwanted** verbal or physical advances, sexually explicit derogatory statements, or sexually discriminatory remarks made by someone in the **workplace** which are **offensive or objectionable** to the recipient, cause the recipient **discomfort or humiliation**, or **interfere** with the recipient's **job performance**.

It may include:

- visual harassment: posters, magazines, calendars, etc.
- verbal harassment or abuse: repeated requests for dates, lewd comments, sexually explicit jokes, whistling, etc.
- written harassment: love poems or letters, graffiti
- offensive gestures
- subtle pressure for sexual activities
- unnecessary touching, patting, pinching or kissing
- leering or ogling
- brushing up against another's body
- promise of promotions, favorable performance evaluations, etc., in return for sexual favors
- demanding sexual favors accompanied by implied or overt threats to a person's job, promotion, performance evaluation, etc.
- physical assault, rape

The first step towards eliminating sexual harassment from the workplace is prevention. **EVERYONE** should take steps to **prevent** sexual harassment from occurring in the first place.

<p>THE COST OF HARASSMENT</p>

As indicated by recent statistics, the potential dollar liability from sexual harassment claims can be great for the employer as well as the individual harasser. However, this dollar liability extends beyond the costs of judgments and settlements. The following list represents the vast domain of hidden costs.

1. Litigation and agency proceedings
2. Employee dissatisfaction and unrest
3. Absenteeism
4. Turnover
5. Disruption of the work atmosphere
6. Employee relations and union problems
7. Insurance problems
8. Decreased productivity
9. Loss of goodwill
10. Human costs

ELIMINATING AND PREVENTING SEXUAL HARASSMENT

Directions: As you watch the following role play demonstrations, consider the questions below.

1. Did you feel offended by what you just witnessed? Why or why not?

2. Could anything be interpreted as sexual harassment? Why?

3. As a supervisor, what is the first thing you should do in this situation?

4. What steps can you, as a supervisor, take to eliminate or prevent this type of offensive behavior from occurring in the workplace?

ELIMINATING AND PREVENTING SEXUAL HARASSMENT

Directions: As you watch the following Subtle Sexual Harassment Training Scenes video (see bibliography,) consider the questions below.

The Promotion

1. Who are the potential victims here?
2. Could anyone have handled themselves differently?
3. What steps can you take to prevent this type of problem in your office?

Take it like a man

1. What type(s) of sexual harassment is (are) depicted in this scenario?
2. How would you react if you were Michelle?
3. What can be done to rectify this situation?

Sexual Harassment Prevention: What Supervisors Need to Know

Who is harassing whom?

1. Did sexual harassment take place here? Why or why not?
2. How can this situation be resolved?
3. If the situation continues, who is liable?

A change of heart

1. Is Delores being sexually harassed?
2. Did Karen respond appropriately? Why or why not?
3. What responsibility do you have when you witness inappropriate behavior in the workplace?

<p>SUPERVISORY RESPONSIBILITY</p>
--

In deciding sexual harassment cases, the courts look at all circumstances on a case-by-case basis. Management, including supervisors, can be held responsible for sexual harassment in instances where they *knew or should have known* that inappropriate behavior was taking place, but failed to take action.

Supervisors are responsible for:

- the actions of employees and nonemployees, if they knew or should have known of the problem.
- ensuring that employees are aware of the organization's policies on sexual harassment.
- attending mandated training.
- being aware of the atmosphere in which work gets done, and how people relate to each other, to determine if these factors could contribute to sexual harassment.
- timely responses to *investigation* of complaints.
- modeling acceptable behavior.
- ensuring that they set a good example and are sensitive to and respectful of others.

Supervisors can follow six steps to eliminate existing sexual harassment and set the stage for preventing it in the future:

1. Know your specific department's sexual harassment policy.
2. Be a role model for your staff.
3. Identify potential problems and address them promptly.
4. Create an open door policy where people feel comfortable confiding in you.
5. Maintain confidentiality to the extent possible.
6. Take action on all complaints even if recipient asks you not to.

<h2>SUPERVISORY LIABILITY</h2>

There are six circumstances in which supervisors may be held liable with regard to sexual harassment. They are as follows:

- ❖ when a complaint is made to them.
- ❖ when they see or hear about behavior that *may* be offensive.
- ❖ when they see or hear about behavior they *know* is sexual harassment.
- ❖ when they engage in behavior that is sexually harassing.
- ❖ when they delay in taking action.
- ❖ when they fail to take action.

Be aware of the following:

- ❖ The more severe the behavior is, the fewer times it needs to be repeated before it is considered sexual harassment.
- ❖ The more severe the behavior is, the less responsibility the receiver has to speak up.
- ❖ Supervisors may be held personally liable for acts of harassment they commit against another individual.
- ❖ It is your responsibility to take action if you know, or should have known, about questionable behavior in your workplace - **even if an employee doesn't complain to you about sexual harassment.**

Taking action:

- ❖ Take immediate action to stop the behavior or prevent an occurrence.
- ❖ Document the action taken.
- ❖ Communicate actions to the appropriate parties.

**MAINTAINING AN ENVIRONMENT FREE FROM
SEXUAL HARASSMENT**

Closure must be brought to all suspected, alleged or resolved sexual harassment incidents regardless of the outcome.

Directions: As you watch the role play demonstration, consider the following questions:

1. What steps can you, as a supervisor, take to begin the healing process after a claim of sexual harassment?

2. Regardless of how far an incident progressed, the workplace is affected. What can you do to reestablish some sense of *normalcy*?

3. Sometimes claimants and alleged harassers must continue to work together after an incident. Is there anything you can do to initiate dialog between the involved parties?

4. What additional steps can supervisors take to create and maintain an environment free from hostility?

APPENDIX



No. 5

EXECUTIVE ORDER

REVIEW, CONTINUATION AND EXPIRATION OF PRIOR EXECUTIVE ORDERS

WHEREAS, an initial review has been completed of those Executive Orders and amendments thereto that are in effect as of this date; and

WHEREAS, during the course of that review, it has been determined that certain Executive Orders are unnecessary, outdated, or otherwise should not be continued; and

WHEREAS, it also has been determined that other Executive Orders address ongoing issues and should be continued; and

WHEREAS, it is important to identify for the public those Executive Orders that remain in effect and those that are no longer valid;

NOW, THEREFORE, I, Eliot Spitzer, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and laws of the State of New York, do hereby order that upon due consideration, deliberation and review, all Executive Orders issued by previous Governors are hereby repealed, cancelled and revoked in their entirety, with the exception of the Executive Orders set forth below and any amendments thereto, which shall remain in full force and effect until otherwise revoked, superseded or modified; and

IT IS FURTHER ORDERED that a review of prior Executive Orders shall continue to determine whether additional orders should be revoked, superseded or modified.

EXECUTIVE ORDERS BEING CONTINUED

A. Executive Orders of Governor Mario M. Cuomo

Executive Order No. 2, issued January 11, 1983 (Establishing the position of State Director of Criminal Justice);

Executive Order No. 5, issued February 16, 1983 (Establishing the Women's Division in the Executive Chamber);

Executive Order No. 6, issued February 18, 1983 (Assigning responsibilities of the State Department of Civil Service, and certain State agencies for insuring equal employment opportunity for minorities, women, disabled persons and Vietnam era veterans in State government and establishing the Governor's Executive Committee for Affirmative Action);

Executive Order No. 7, issued February 18, 1983 (Establishing a Governor's Advisory Committee for Hispanic Affairs);

Executive Order No. 8, issued February 25, 1983 (Directing State agencies to consider labor relations practices when awarding State contracts);

Executive Order No. 11, issued April 26, 1983 (Expanding the membership and powers of the Securities Coordinating Committee);

Executive Order No. 12, issued May 3, 1983 (Directing the State Office for the Aging to review and comment upon policies affecting the elderly);

Executive Order No. 17, issued May 31, 1983 (Establishing State policy on private institutions which discriminate);

Executive Order No. 19, issued May 31, 1983 (New York State policy statement on sexual harassment in the workplace);

Executive Order No. 23, issued September 1, 1983 (Establishing the Office of New York State Ombudsman);

Executive Order No. 26, issued October 7, 1983 (Directing the State Office of Advocate for the Disabled to review and comment upon policies affecting persons with disabilities);

Executive Order No. 29, issued December 8, 1983 (Guidelines for the purchase of steel for use on construction contracts);

Executive Order No. 32, issued December 29, 1983 (Renaming the New York State Office of Disaster Preparedness to be the New York State Emergency Management Office);

Executive Order No. 34, issued January 13, 1984 (Establishing the New York State Human Rights Advisory Council);

Executive Order No. 36, issued March 15, 1984 (Establishing the New York State Motion Picture and Television Advisory Board);

Executive Order No. 46, issued August 28, 1984 (Naming the State Office Building Campus in Albany the Governor W. Averell Harriman State Office Building Campus);

Executive Order No. 48, issued October 3, 1984 (Prescribing procedures to allocate the private activity bond volume ceiling under the Deficit Reduction Act of 1984);

Executive Order No. 50, issued October 15, 1984 (Prescribing supplemental procedures to allocate the private activity bond volume ceiling under the Deficit Reduction Act of 1984);

Executive Order No. 51, issued October 30, 1984 (Designating the Division of the Budget to coordinate the intergovernmental review of Federal programs);

Executive Order No. 55, issued December 17, 1984 (Establishing the State Industrial Cooperation Council);

Executive Order No. 66, issued June 5, 1985 (Establishing a Governor's Advisory Committee for Black Affairs);

Executive Order No. 77, issued October 31, 1985 (Establishing membership of the Martin Luther King, Jr. Commission);

Executive Order No. 80, issued March 21, 1986 (Juvenile justice planning);

Executive Order No. 82, issued May 2, 1986 (Establishing the Governor's Office for Hispanic Affairs);

Executive Order No. 95, issued April 15, 1987 (Designating the Disaster Preparedness Commission as the State Emergency Response Commission);

Executive Order No. 96, issued April 27, 1987 (Promoting a New York State policy against age discrimination in the workplace);

Executive Order No. 97, issued April 27, 1987 (Designating the Governor's Traffic Safety Committee as the State agency to coordinate and approve State highway safety programs);

Executive Order No. 98, issued May 13, 1987 (Establishing a new State Council on Graduate Medical Education);

Executive Order No. 100, issued August 31, 1987 (Naming the Watertown State Office Building the Dulles State Office Building);

Executive Order No. 111, issued April 11, 1988 (Directing the Attorney General to inquire into matters of bias-related crimes);

Executive Order No. 114, issued December 9, 1988 (Naming the Poughkeepsie State Office Building the Eleanor Roosevelt State Office Building);

Executive Order No. 119, issued January 6, 1989 (Reconstituting the Job Training Partnership Committee);

Executive Order No. 120.1, issued November 6, 1990 (Establishing the Statewide Anti-Drug Abuse Council);

Executive Order No. 125, issued May 22, 1989 (Establishing a Council of Contracting Agencies);

Executive Order No. 130, issued December 4, 1989 (Creating a Crime Proceeds Strike Force to Investigate and Prosecute Certain Economic Activities Constituting Penal, Tax, and Banking Law Violations Relating to Money Laundering);

Executive Order No. 131, issued December 26, 1994 (Establishment of administrative adjudication plans);

Executive Order No. 135, issued January 29, 1990 issued (Prescribing Procedures to Allocate the State Low Income Housing Credit under the Tax Reform Act of 1986, as amended);

Executive Order No. 142, issued January 16, 1991 (Establishing new waste reduction and recycling initiatives for State agencies);

Executive Order No. 147, issued July 31, 1991 (Establishing an Office of Indian Relations);

Executive Order No. 150, issued October 9, 1991 (New land use and development by State agencies within the Adirondack Park);

Executive Order No. 158, issued June 23, 1992 (Naming the New Scotland Avenue Laboratory Building the David Axelrod Institute for Public Health);

Executive Order No. 159, issued November 4, 1992 (Establishing the New York Savings Bond Program Committee);

Executive Order No. 169, issued March 22, 1993 (Directing State Agencies to Act consistently with the Upper Delaware River Management plan);

Executive Order Nos. 170 and 170.1, issued March 24, 1993 and June 23, 1993, respectively (Establishing Uniform Guidelines for Determining the Responsibility of Bidders);

Executive Order No. 179, issued December 30, 1993 (Establishing the New York State Commission on National and Community Service); and

Executive Order No. 188, issued September 28, 1994 (Increasing the Participation of Health Care Consumers in Government Advisory Boards)

B. Executive Orders of Governor George E. Pataki

Executive Order No. 20, issued November 30, 1995 (Establishing the Position of State Director of Regulatory Reform);

Executive Order No. 26.1, issued September 28, 1996 (Incorporating the National Incident Management System as the Management System for Emergency Response);

Executive Order No. 35, issued April 17, 1996 (Ordering that Unmarked Police Vehicles of the State of New York not be Used for the Routine Stopping of Motorists in Connection with Traffic Violations);

Executive Order No. 37, issued May 3, 1996 (Establishing Joint Task Force on Health Care Insurance Fraud);

Executive Order No. 40, issued July 26, 1996 (Ordering State Agencies to Register Emission Reduction Credits);

Executive Order No. 45, issued November 13, 1996 (Establishing the Position of State Director of Consumer Protection);

Executive Order No. 47, issued December 16, 1996 (Destruction of Surplus State Firearms);

Executive Order No. 48, issued February 5, 1997 (Creating an International Business Development Council);

Executive Order No. 49, issued February 12, 1997 (Establishing Procedures to Consider, in its Proprietary Capacity, the utilization of One or More Project Labor Agreements);

Executive Order No. 50, issued October 1, 1996 (Establishing a Governmental Commission to Investigate the Recovery of Holocaust Victims' Assets);

Executive Order No. 51, issued May 20, 1997 (Activities of State Agencies Within the New York City Watershed);

Executive Order No. 52, issued May 13, 1997 (Establishing the Forest Resources Development Council);

Executive Order No. 57, issued October 23, 1997 (Establishing the New York City Watershed Protection and Partnership Council);

Executive Order No. 83, issued July 1, 1998 (Establishing the Jackie Robinson Empire State Freedom Medal and the Jackie Robinson Empire State Freedom Medal Commission);

Executive Order No. 85, issued August 5, 1998 (Establishing the Hudson River Heritage Council);

Executive Order No. 86, issued August 19, 1998 (Establishing the New York City Watershed Inspector General);

Executive Order No. 107, issued February 9, 2001 (Establishing the New York State Heritage Commission);

Executive Order No. 109, issued May 9, 2001 (Establishing a Special Prosecutor to Investigate and Prosecute Criminal Acts Relating to Fraudulent Motor Vehicle Insurance claims);

Executive Order No. 111, issued June 10, 2001 (Directing State Agencies to be More Energy Efficient and Environmentally Aware: "Green and Clean State Buildings and Vehicles");

Executive Order No. 116, issued January 7, 2002 (Reconstituting the State Drought Management Task Force);

Executive Order No. 117, issued January 28, 2002 (Establishing the Position of Chief Information Officer (CIO) of the State of New York);

Executive Order No. 125, issued March 24, 2003 (Directing State Officials to Ensure that the Appropriate Protections and Benefits are Extended to Members of the Reserve Armed Forces of the United States and the Organized Militia of New York State);

Executive Order No. 128, issued June 16, 2003 (Designation of Lower Manhattan Development Corporation to Carry Out Environmental Impact Review and to Fulfill Requirements For Receipt of Federal Assistance in Connection With the Redevelopment of Lower Manhattan Following the Terrorist Attacks of September 11, 2001);

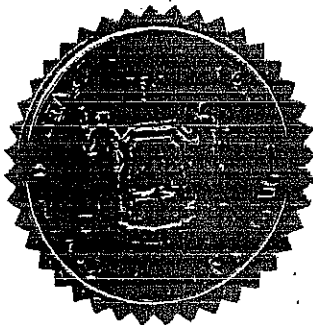
Executive Order No. 132, issued December 5, 2003 (Designating the State Prevention and Preparedness Council; Establishing the Positions of Senior Advisor to the Governor for Counter-Terrorism and Senior Advisor to the Governor for Disaster Preparedness and Response; and Revoking Certain Executive Orders);

Executive Order No. 133, issued November 22, 2004 (Establishing the Lower Manhattan Construction Command Center);

Executive Order No. 142, issued November 21, 2005 (Directing State Agencies and Authorities to Diversify Transportation Fuel and Heating Oil Supplies Through the Use of Bio-Fuels in State Vehicles and Builders).

Executive Order No. 144, issued February 21, 2006 (Establishing the New York State Abraham Lincoln Bicentennial Commission); and

Executive Order No. 146, issued October 13, 2006 (Declaring a Disaster in Erie, Genesee, Niagara and Orleans Counties and Contiguous Areas).



G I V E N under my hand and the
Privy Seal of the State
in the City of Albany
this first day of
January in the year two
thousand seven.

BY THE GOVERNOR

/s/ Eliot Spitzer

/s/ Richard S. Baum

Secretary to the Governor



No. 19

EXECUTIVE ORDER

NEW YORK STATE
POLICY STATEMENT ON
SEXUAL HARASSMENT IN THE WORKPLACE

WHEREAS, sexual harassment in the workplace is not merely offensive but is a form of discrimination in violation of Federal and State law; and

WHEREAS, every State employee is entitled to a working environment free from sexual harassment and its deleterious economic, psychological and physical effects; and

WHEREAS, the cost to the State is considerable in both human and financial terms including the replacement of personnel who leave their jobs, increased use of health benefit plans due to emotional and physical stress, absenteeism, and decline in individual and workgroup productivity;

NOW, THEREFORE, I, Mario M. Cuomo, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and laws of the State of New York, do hereby establish a New York State Policy Statement on Sexual Harassment in the Workplace.

I. The head of each department, agency, board, commission or other entity under the jurisdiction of the Executive Branch shall:

- a. Issue a strong management policy statement defining and prohibiting sexual harassment in the workplace. The policy statement should inform employees of their rights of redress, and the availability of complaint resolution channels and assistance with incidents or sexual harassment. The policy statement should make clear that sexual harassment is considered a form of employee misconduct and that sanctions will be enforced against individuals engaging in sexual harassment and against supervisory and managerial personnel who knowingly allow such behavior to continue.
- b. Widely distribute the policy statement by providing it to all employees, including it in new employee orientation, and publicizing it in internal employee publications.
- c. Conduct appropriate training to instruct and sensitize all employees.
- d. Develop guidelines to ensure the swift and thorough investigation of allegations and complaints of sexual harassment and enforcement of appropriate sanctions including disciplinary actions. The affirmative action officer shall have responsibility for processing complaints.

Because of the sensitivity of the issue, particular efforts should be made to conduct investigations with due regard for confidentiality to ensure protection of the complainant and the accused. Although the intent is to address and resolve these matters at the workplace, victims should be informed of the various administrative and legal remedies available.

The complaint procedure should provide for subsequent review to determine if the sexual harassment has been effectively stopped.

- e. Provide the Governor's Office of Employee Relations with a copy of the policy statement and a brief description of the actions taken and planned in regard to preventing and combating sexual harassment in the State workplace, and report all complaints and their resolution to the Governor's Office of Employee Relations.

As used in this Order, unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature will constitute sexual harassment when:

1. Submission to the conduct is either explicitly or implicitly a term or condition of an individual's employment; or
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. The conduct has the purpose or effect of unreasonably interfering with an affected person's work performance, or creating an intimidating, hostile, or offensive work environment.

II. The Governor's Office of Employee Relations shall provide information to the entities covered by this Executive Order to assist in the implementation and the operation of the policy established by this Executive Order.

Nothing in this Order shall be construed to enlarge upon nor limit or abridge the rights of any person under the United States or State Constitutions or the Statutes of the United States or the State of New York.

G I V E N under my hand and the Privy
Seal of the State in the City of
Albany this thirty-first day of
May in the year one thousand nine
hundred eighty-three.

(L.S.)

BY THE GOVERNOR

/s/ Mario M. Cuomo

/s/ Michael J. Del Giudice
Secretary to the Governor

SEXUAL HARASSMENT

A SPECTRUM OF BEHAVIOR PATTERNS

VISUAL	VERBAL	WRITTEN	TOUCHING	POWER	THREATS	FORCE
Ogling	Requests for Dates	Love Poems	Violating Space	Relationships	Quid Pro Quo	Rape
Staring	Questions about Personal Life	Love Letters	Patting	Using Position to Request Dates, Sex, etc.	Demands	Physical Assault
Posters	Lewd Comments	Obscene Poems	Grabbing		Loss of Job	
Magazines	Dirty/Sexual Jokes	Obscene Letters	Pinching		Selection Process	
Flyers	Whistling	Cards	Caressing			
		E-mail messages	Kissing			

OFFENSIVE CONDUCT
MAY BE ILLEGAL

DEMANDS ARE
ILLEGAL IN ALL CASES

Individual perceptions and reactions determine harassment

Behaviors unwanted by recipient are harassment

Behaviors may not be intended to harass, but that is often the result

Behaviors are intentional: goal is to intimidate, harass or hurt another person

BETWEEN/AMONG PEERS	SUPERVISOR/MANAGER VERSUS NONSUPERVISORY EMPLOYEE
Behaviors are most often directed toward a peer or subordinate	Behaviors are most often directed toward a subordinate

SEXUAL HARASSMENT LEADS TO A WIDE VARIETY OF REACTIONS		
PSYCHOLOGICAL	PHYSICAL	ECONOMIC
<p>Fear and Anxiety of:</p> <ul style="list-style-type: none"> • Bodily harm • Peer impressions • Loss of job <p>Guilt, self-blame</p> <p>Embarrassment</p> <p>Anger</p> <p>Loss of self-esteem</p> <p>Severe emotional distress</p>	<p>Bodily harm</p> <p>Ulcers</p> <p>Headaches</p> <p>Stress-related symptoms</p>	<p>Low productivity</p> <p>Transfers</p> <p>Turnover</p>

Sexual Harassment Prevention: What Supervisors Need to Know

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Subtle Sexual Harassment Training Scenes. Quality Media Resources. 29 minutes.
Videocassette. Copyright © 1993 by Quality Media Resources.



Danny Donohue
President
Civil Service Employees
Association, Inc.



George E. Pataki, Governor

Linda Angello
Director
New York State Governor's
Office of Employee Relations



Roger Benson
President
Public Employees Federation,
AFL-CIO

New York State Correction
Officers & Police Benevolent
Association

Handbook for Employees and Supervisors

EMPLOYEE PERFORMANCE EVALUATION PROGRAM SECURITY SUPERVISORS UNIT



State of New York

I. INTRODUCTION

The 1979-82 Agreement between the Governor's Office of Employee Relations and Council 82 provided for a joint labor/management committee to develop a performance evaluation program for employees in the Security Supervisors Unit. The committee's basic objective was to develop a program that would improve employee performance and job satisfaction. That performance evaluation system has been in effect for several years and while it has functioned effectively, it needed to be updated. The labor/management committee, under the 1985-88 Agreement, has reviewed the performance evaluation procedure and made the changes contained in this handbook. This handbook describes the program that has been developed by the committee and the procedures to be followed in its implementation. Supervisors and employees are urged to read this handbook carefully and to make use of these procedures in a fair and equitable manner.

II. DESCRIPTION OF PROGRAM

The Performance Evaluation Program for the Security Supervisors Unit applies to all annual salaried employees whose positions are allocated to a salary grade. It is effective January 1, 1988 and replaces the former Performance Evaluation Program for such employees but it does not replace existing probationary programs. The program is based upon supervisory appraisal and rating of activities, tasks and characteristics which are important to performance of the various jobs in the Security Supervisors Unit.

A. Objectives of the Program

The program has the following major objectives: to improve employee work performance; to improve communication between supervisors and employees concerning work performance; to differentiate levels of performance among various employees, including an identification of employees whose performance is significantly above acceptable standards and, therefore, deserves to be noted; to identify performance areas which are less than satisfactory and, in such instances, to specify corrective action that should be taken; to improve understanding of and to clarify duties and performance expectations for supervisors and employees; and to determine eligibility for performance advance payments based on ratings of performance.

B. Method of Evaluation

Evaluation of each employee will be based upon the activities, tasks and characteristics which are most important to performance of the various jobs in the Security Supervisors Unit. These have been identified and grouped into ten factors. These ten "Performance Factors" are:

1. Maintains security supervision of a facility or assigned area.
2. Time and attendance.
3. Relationship with fellow employees, superiors and subordinates, etc.
4. Knowledge and application of laws, rules and regulations.
5. Consistency of response with mission of the agency.

If a performance factor does not apply to an employee's job assignment, do **not** assign the employee a rating for this factor. Simply omit the factor from consideration in determining the final rating.

C. Rating Period and Frequency

1. Each employee will be formally evaluated and rated annually, commencing with the employee's date of appointment or promotion to a position in the Security Supervisors Unit, except in the first year of such graded service. During the first year of such service, each employee will be formally evaluated and rated every six months, until they complete one year of service. Between these annual, formal evaluations, supervisors should meet periodically and regularly to informally give employees feedback on their performance.

Note: Employees who have ten full pay periods (100 full work days) but less than six months of service in grade are eligible for a performance advance payment, but must be rated prior to April 1 to receive such payment. In such cases, an employee may be evaluated and rated with only five months of service. Thereafter, evaluations will take place on the employee's anniversary date in grade.

2. Where an employee has had more than one supervisor during the rating period (e.g. due to transfer of either the supervisor or the employee), the supervisor who is responsible for the employee (to whom the employee

this requirement 100 percent; less than full pay is prorated (e.g. 20 days of sick leave at one-half pay = 10 days of service), and leave without pay does not count at all.

III. EVALUATION PROCESS

Supervisors will evaluate an employee's performance during the preceding year, using the Employee Performance Evaluation Rating Form for employees in the Security Supervisors Unit.

STEP 1

The supervisor enters the agency name on the Employee Performance Evaluation Rating Form and completes **Section I — Employee Identification**.

STATE OF NEW YORK		Employee Performance Evaluation Rating Form	
		SECURITY SUPERVISORS UNIT EMPLOYEES	
Agency <u>Correctional Services</u>			
SECTION I — EMPLOYEE IDENTIFICATION			
Employee's Name <u>William Smith</u>		Social Security # <u>119-00-5711</u>	
Title <u>Correctional Lieutenant</u>			
Facility/Division <u>Fishkill</u>			
Evaluation Period From: <u>6/9/87</u>		To: <u>6/8/88</u>	
Item # <u>02476</u>		Salary Grade <u>20</u>	

STEP 2

Next, the supervisor reads carefully the **Supervisory Instructions** contained in Section II on the Employee Performance Evaluation Rating Form.

SECTION II — SUPERVISORY INSTRUCTIONS

Compare the employee's job performance relative to each of the performance factors in Section III with the ratings described under each factor. Select the rating which most accurately describes the employee's performance on each factor, and check the appropriate box. *If the employee's performance is not exactly described by one of the definitions under a factor, select from all ratings the one which best describes the employee's performance.* If an employee's duties are such that a given factor has no applicability, omit that factor.

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STEP 3

Going to **Section III — Performance Factors**, the supervisor now evaluates the employee's actual job performance relative to each of the ten performance factors appearing on the Employee Performance Evaluation Rating Form and identifies the performance rating which most accurately describes the employee's level of performance for each factor. The supervisor should consider one factor at a time, basing

judgment on the specific requirements of the individual employee's job.

Once the appropriate rating has been identified for a performance factor, the supervisor checks the rating on the Employee Performance Rating Form.

Note: In some cases, a performance factor may not apply to the job assignment of a specific employee. In such a situation, the factor should be omitted from consideration.

SECTION III — PERFORMANCE FACTORS

1. Maintain security supervision of a facility or assigned area.

Outstanding	Excellent	Good	Needs Improvement	Unsatisfactory
	✓			

Consider the quality of security supervision provided a facility or area under this employee's supervision.

OUTSTANDING: Provides close and frequent supervision to assigned areas including inspection of security, safety and sanitary conditions of a facility or area, equipment or grounds. Always gives

prompt and appropriate direction to subordinates to deal with any problems which arise; promptly and accurately reports any conditions which require it. In correctional facilities, provides highly effective control and coordination of inmate movement, counts, and activities.

GOOD: Provides adequate security supervision to assigned areas. Security, safety, and sanitary conditions of supervised areas usually good. Deals with most situations adequately. Usually prepares reports accurately and within a reasonable time period. Has good control of inmate movement and activity.

UNSATISFACTORY: Supervision of areas inadequate. May not inspect areas frequently enough, or direction to subordinates in handling problems may reflect poor judgment or inconsistent approach; or reports may be of poor quality or untimely.

2. Time and attendance.

		✓		
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Consider employee's attendance and punctuality record in relation to generally accepted rules and regulations.

OUTSTANDING: Employee uses a limited amount of sick leave time. Always advises

supervisor of planned or emergency use of leave time and obtains prior approval. Is very rarely tardy.

GOOD: Employee generally uses an acceptable number of sick days. Obtains supervisory approval. Is seldom tardy.

UNSATISFACTORY: Employee frequently and inappropriately uses sick leave; is tardy on a frequent basis; is absent without approval or prior notification.

3. Relationship with fellow employees, superiors and subordinates, etc.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Consider the quality of this employee's relationship with other employees.

OUTSTANDING: Employee has excellent relationship with both superiors and subordinates and other program and administrative staff. Communicates in a cooperative and helpful way with both groups. Resolves employee problems and implements valid employee requests to the extent of ability to do so.

GOOD: Employee has good relationship with most superiors and subordinates and other program and administrative staff. Is normally reasonable and cooperative with both groups. Is usually fair and consistent in dealings with subordinates.

UNSATISFACTORY: Employee has poor relationship with superiors and subordinates and the program and administrative staff. Is often uncooperative or uncommunicative, or handling of subordinates generates labor relations problems. Makes little effort to accommodate needs or work problems of subordinates.

4. Knowledge and application of laws, rules and regulations.

		✓		
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Consider the employee's knowledge of relevant laws, rules and regulations required in the performance of assigned duties and judgment used in their application.

OUTSTANDING: Employee exhibits a thorough knowledge and understanding of relevant laws, rules and regulations; consistently applies them in an appropriate manner.

GOOD: Employee has a basis understanding of relevant laws, rules and regulations; generally applies them in a consistent manner.

UNSATISFACTORY: Employee lacks understanding and familiarity with relevant laws, rules and regulations; application is often arbitrary.

5. Consistency of response with mission of the agency.

		✓		
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Consider the employee's understanding of role and the parameters of that role and accepted activities within that role.

OUTSTANDING: Employee displays exceptional understanding of the mission of the agency and consistently acts as a positive role model in pursuit of that mission; clearly seeks to be a positive influence in pursuit of program objectives.

GOOD: Employee carries out assigned responsibility in a manner which is generally consistent with the mission of the agency.

UNSATISFACTORY: Employee shows little understanding and appreciation of the agency mission and frequently acts in a manner which is inconsistent with, and reflects poorly upon, that mission.

6. Schedules and assigns employees under his/her supervision.

		✓		
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Consider employee's performance in scheduling and assigning the work of employees under his/her supervision.

OUTSTANDING: Consistently and effectively schedules and assigns staff to

cover necessary tasks in accordance with applicable contract and labor/management agreements and employee attendance rules. Anticipates and prepares for staffing difficulties; exercises good judgment in assigning staff in emergency situations.

GOOD: Generally schedules and assigns staff to cover necessary tasks, in accordance with applicable contract and labor/management agreements and employee attendance rules. Responds in adequate fashion to emergency situations.

UNSATISFACTORY: Fails to plan well for staffing needs on shift; staff not efficiently used. Security, labor/management or contract problems created by poor judgment in assigning staff.

**7. Anticipation and action
in emergency situations.**

			✓	
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Consider the employee's ability to recognize emergency situations and timeliness of response to such situations. Also, consider the employee's ability to detect potential problems and judgment in taking action.

OUTSTANDING: Employee consistently exhibits ability to recognize potential problems or emergencies, taking construc-

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tive and effective action which serves to minimize problems before they occur.

GOOD: Employee reacts to emergency situations in an effective manner ensuring a minimum of disruptions.

UNSATISFACTORY: Employee often does not detect and/or respond appropriately to problem situations and/or emergencies.

8. Administrative responsibilities.

N/A

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Consider the employee's performance investigating and reporting on various matters (e.g. employee grievances or misconduct, unusual incidents, operational problems, performance/probationary evaluations, etc.).

OUTSTANDING: Employee consistently and promptly provides thorough investigations and reports on a variety of matters. Reports are always complete and reliable.

GOOD: Employee usually provides timely and adequate investigations and reports. Reports are usually accurate and adequate for the situation.

UNSATISFACTORY: Employee's investigations and reports are slipshod or incomplete or untimely. May frequently require double-checking or correction;

may not be completed within a reasonable time.

9. Relationship with clientele* group.

		✓		
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Consider employee's performance in dealing with matters relating to clientele group.

OUTSTANDING: Employee coordinates and/or supervises client-related activity in a consistently thorough manner. Is sensitive to client concerns. Is very effective in conveying and enforcing standards in dealing with clients to the clients and subordinate staff.

GOOD: Employee usually coordinates and/or supervises client-related activity in an acceptable manner. Shows some sensitivity to client concerns. Usually conveys and enforces standards in dealing with clients to clients and subordinate staff.

UNSATISFACTORY: Employee has difficulty in coordinating and/or supervising client-related activity in an acceptable manner. Exhibits little sensitivity for client concerns. Seldom conveys and enforces standards in dealing with clients to clients and subordinate staff.

*Clientele group may mean inmates, patients, students, residents, service users, the public, etc.

**10. General
leadership skills.**

		✓		
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Consider employee's demonstrated ability to provide direction, instruction and counsel to subordinate staff.

OUTSTANDING: Employee continually demonstrates leadership ability in all assigned tasks. Always coordinates work force effectively to accomplish assigned tasks.

GOOD: Employee usually demonstrates leadership ability in most assigned tasks. Usually coordinates work force effectively to accomplish assigned tasks.

UNSATISFACTORY: Employee does not demonstrate adequate leadership ability in assigned tasks. Cannot coordinate work force effectively to accomplish assigned tasks.

STEP 4

After the rating for each of the factors has been recorded, the supervisor assigns a Tentative Rating, which should reflect the employee's overall performance for the rating period.

The supervisor should take into consideration the ratings on all factors when determining this Tentative Rating. This rating is intended to be an objective review of all the ratings.

In determining the Tentative Rating, the supervisor should also weigh all of the factors in terms of their importance to the job being performed. For example, if some factors are more important to the successful performance of the job, the ratings on those factors should carry more weight in determining the Tentative Rating. Conversely, if certain factors are of lesser importance, the ratings on these factors should carry less weight. The rating on any single performance factor, however, will not be the sole basis for the Performance Rating.

Ratings of less than "Good" should be accompanied by comments (in the Supervisor's Comments section) relating to specific instances or occurrences during the rating period.

SECTION IV — PERFORMANCE RATING

After the rating for each of the factors has been recorded, the supervisor assigns a Performance Rating, from the categories below, which should reflect the employee's overall performance for the rating period.

- ☐ **OUTSTANDING:** The employee's performance clearly is exceptional in comparison with expectations, thereby causing the employee to stand out above others in the work unit. Performance consistently exceeds expectations for all tasks. The employee can be relied upon to perform the most difficult tasks and has made exceptional contributions to the work of the employee's work unit or the agency.
- ☐ **EXCELLENT:** The employee always meets and frequently exceeds performance expectations for all tasks. The employee is performing better than expected for many of the tasks and is recognized as a particular asset to the work unit.
- ☐ **GOOD:** The employee meets performance expectations for all tasks and performs in a good, competent manner. This is the expected and usual level of performance for most employees.
- ☐ **NEEDS IMPROVEMENT:** The employee meets performance expectations at a minimally acceptable level.
- ☐ **UNSATISFACTORY:** The employee clearly does not meet performance expectations, not even at a minimally accepted level.

STEP 5

In the spaces provided on the Employee Performance Evaluation Rating Form, the supervisor should comment on the employee's strengths and areas in need of improvement. The supervisor should also suggest ways in which the employee may improve performance. After completing the appraisal and Tentative Rating of the employee, the supervisor signs and dates the Employee Performance Evaluation Rating Form.

Supervisor's Comments: Consistent with the values recorded above and the rating given, the supervisor is to offer comments in the spaces provided below:

Demonstrated Strengths: Mr. Smith has demonstrated exceptional ability in promoting the security and safety of this facility by his careful attention to inmate activities and contraband control. He is cooperative with fellow employees and his conduct has contributed to an improved work climate.

Areas in Need of Improvement: Although routine reports and documentation of incidents are generally submitted on time, they are not always complete and accurate. Mr. Smith needs to pay closer attention to details and submit written documentation in a more timely manner.

Signature of Supervisor /s/ Emilio Rodriguez

Title Correction Captain Date 6/14/88

STEP 6

The supervisor now submits the Tentative Rating to a higher level of supervision for review. This review at a higher level is intended

to insure accuracy, consistency and equity in the ratings and in the application of the performance factors and indicators to employee performance. Once the Employee Performance Evaluation Rating Form has been reviewed and signed by the reviewer, the Tentative Rating becomes the employee's **Final Rating** for the rating period.

SECTION V — SECOND-LEVEL SUPERVISORY REVIEW

My comments on the rating are as follows: I concur with this
performance evaluation and rating. Mr. Smith is a conscientious
and reliable employee and I am confident that he will improve in
his administrative responsibilities.

Signature of Reviewer /s/ Thomas Reynolds

Title Deputy Superintendent Date 6/21/88

STEP 7

After the Employee Performance Evaluation Rating Form has been reviewed, signed by the reviewer and returned to the supervisor, the supervisor conducts a confidential appraisal interview with the employee. During the interview, the supervisor should explain the basis for the assigned performance rating and provide an explanation of and the basis for the supervisor's comments on the employee's strengths and areas in need of improvement. The supervisor should recommend specific actions to improve performance and

offer the employee guidance for career development. Supervisors and employees alike are encouraged to use these meetings as opportunities for open, frank discussion concerning any and all aspects of the job which affect performance. At the conclusion of the confidential appraisal interview, the employee will be given an opportunity to comment in writing on the performance evaluation and rating in the space provided in **Section VI — Employee Comments**. The employee will then record the name of the supervisor in the space provided and sign and date the Employee Performance Evaluation Rating Form.

SECTION VI — EMPLOYEE COMMENTS

The employee is afforded the opportunity to comment on the performance evaluation in the space provided below:

Although I believe providing safety and security to my assigned
area is my most important job, I also understand that timely
and accurate record keeping is also important, and I will work to
improve in this area.

Employee Review: I have reviewed this completed rating and it has been
discussed with me by Emilio Rodriguez

Employee's Signature /s/ William Smith Date 6/25/88

STEP 8

After the evaluation process has been completed, give a copy of the evaluation form to the employee, send the original of the form to the

local personnel office, and send a copy to the central office. The original will be retained in and become part of the employee's official personnel file.

IV. APPEALS PROCESS

The program which has been developed has been designed to assist supervisors in the conduct of fair and accurate evaluations of employee performance. A face-to-face appraisal interview has been included in the evaluation process to provide for and to enhance communication between supervisors and employees concerning work performance. Provision also has been made on the rating form for employees to comment on any aspect of their job or on their supervisor's assessment of their performance of the job. Nevertheless, there still may be disagreement between an employee and a supervisor concerning the Final Rating which the employee has been assigned. In such an instance, the employee may request a review of the rating by filing an appeal according to the process outlined below. Only Final Ratings are appealable.

A. Levels of Appeal

1. Local Level

An employee who disagrees with any assigned Final Rating may appeal within 14 calendar days of receipt of the rating to a local (agency, facility, subdivision, etc.) management review board and seek to have the rating raised to the next higher level. (If the organization of an agency is such that there is no

need for a local board, this step in the process is omitted and the employee may appeal directly to the next level.) The local board will consider the appeal and issue a determination within 14 days of receipt of the appeal.

2. Agency Level

An employee whose Final Rating is "Good" or lower and whose appeal has been denied at the local level may appeal to a management review board at the agency level and seek to have the rating raised to the next higher level. An appeal to the agency level must be submitted within 14 calendar days of receipt of the decision of the local board. The agency board will consider the appeal and issue a determination within 21 days of receipt of the appeal.

Local and agency level appeals boards are comprised of two or three management level individuals (three is preferred).

3. Security Supervisors Unit Appeals Board

An employee whose Final Rating is "Unsatisfactory" and whose appeal has been denied at the agency level may appeal to a board established jointly by G.O.E.R. and NYSCOPBA.

This board will consist of one union representative and, when necessary, a chairperson mutually agreed upon. An appeal to the Unit Appeals Board must be submitted within 14 calendar days of receipt of the decision of the agency board. The Security Supervisors

Unit Appeals Board will consider the appeal and issue a determination within 60 days of receipt of the appeal.

B. Representation

An employee may be represented at each step in the appeals process only by a person designated by NYSCOPBA.

V. MONITORING OF THE PROGRAM

The success of this system is dependent upon the extent to which good performance evaluation takes place. Performance evaluation has benefits for both supervisors and employees. For supervisors, it provides a means for improving the quality and quantity of the work for which they are responsible. For employees, the program assists in improved understanding of their duties and responsibilities, as well as of what they need to do to improve their work performance.

The joint G.O.E.R./NYSCOPBA Performance Evaluation Program Committee will review the administration of this new performance evaluation system and address issues and problems that may arise out of its implementation.

VI. AGENCY SUPPLEMENTAL INFORMATION

This Performance Evaluation Program is the system to be used for all employees in the Security Supervisors Unit to whom it applies. Individual agencies have been asked to supplement the information in this handbook with specific agency

information and guidance. The material provided by each agency is intended to assist both employees and supervisors by interpreting the system in the context of agency policies and practices. Such supplemental information does not change the program described in this handbook. Changes in the program may be made only with the approval of the joint G.O.E.R./NYSCOPBA Performance Evaluation Program Committee.



APPENDIX A

Definition of Terms Employee Performance Evaluation Program Security Supervisors Unit

Agency Performance Evaluation Appeals Board — The management review panel established in each agency to review and rule on employee appeals from Performance Ratings of "Good," "Needs Improvement" and Unsatisfactory."

Anniversary Date — An employee's appointment date to the present salary grade. This date is used to determine each employee's evaluation cycle.

Appraisal Interview — Confidential meeting between supervisor and employee for the purpose of discussing the employee's performance. These discussions should focus on the employee's strengths, areas in need of improvement, the rationale for the assigned performance rating and supervisory suggestions for improving performance.

Employee Performance Evaluation Rating Form — Official form for rating Security Supervisors Unit employees under the Employee Performance Evaluation Program effective January 1, 1988.

Final Rating — The final rating is the Performance Rating received most immediately prior to April 1 of each year. For employees who are below the job rate for their salary grade, the final rating is needed to determine eligibility for a performance advancement.

Hiring Rate — Entry level or minimum salary stated for each salary grade in the salary schedule for employees in the Security Supervisors Unit.

Job Rate — Maximum salary stated for each salary grade in the salary schedule for employees in the Security Supervisors Unit.

Local Performance Evaluation Appeals Board — The management review panel established at the local level (facility, subdivision, etc.) of each agency to review and rule on employee appeals from Performance Ratings. In some agencies the creation of such local boards may not be appropriate or necessary.

Performance Advance Payment — Salary increases, approximately equivalent to one-fourth of the difference between the Hiring Rate and the Job Rate for each salary grade. To be eligible, the employee's salary must be below the Job Rate and the employee must receive a Final Performance Rating of "Needs Improvement" or better. At no time, however, will an employee's salary exceed the Job Rate for the salary grade as the result of receiving a Performance Advance Payment.

Performance Appraisal — Supervisory assessment of activities, tasks and characteristics which are important to the performance of the various jobs in the Security Supervisors Unit.

Performance Factor — A grouping of activities, tasks and characteristics which are most important to performance of the job. Performance factors are defined on the Employee Performance Evaluation

Rating Form or may be developed at the agency labor/management level subject to the approval of G.O.E.R. and NYSCOPBA

Performance Indicator — One of the levels of performance which describes performance on each performance factor.

Rating Period — 12-month period preceding each employee's performance evaluation rating.

Reviewer — Person who is the next level supervisor above the supervisor who conducts the performance evaluation.

Security Supervisors Unit Appeals Board — The three member panel established at the Statewide level to review and rule on employee appeals from Performance Ratings of "Unsatisfactory."

Supervisor — Person who immediately supervises the employee whose performance is being rated.



APPENDIX B
NYSCOPBA
Security Supervisors Unit
Performance Evaluation Program
Supplementary Questions and Answers

I. Evaluation Procedures

1. Q. *How many copies of the evaluation form should be made?*
 - A. Three. The original should be sent to the personnel office to be filed in the employee's personal history folder; one copy should go to the employee; and one copy should be sent to the central office. Routing and filing of copies should be indicated on the employee's copy.
2. Q. *Does the employee have to sign the evaluation form?*
 - A. The employee should sign, but if the employee refuses, the supervisor should note the refusal on all copies of the form.
3. Q. *What rating form is used to evaluate employees performing alleged out-of-title work?*
 - A. Elimination of out-of-title work is consistent with the agreement and the classification and compensation plan governing security unit employees. Any out-of-title work issues which are identified as a result of the performance evaluation program

should be referred to the appropriate processes for resolving out-of-title work issues.

4. Q. *Who evaluates an employee working away from direct supervision?*

A. The supervisor to whom the employee is assigned will complete the form. The supervisor should gather information regarding the employee's performance from other supervisors who regularly work with the employee.

5. Q. *What should be done if the employee is not available at the work location to sign the evaluation?*

A. The evaluation and review should be completed and held for the employee's signature if the employee will be returning in a reasonable amount of time. If the delay will be extensive, the forms may be delivered personally or sent via certified or registered mail to the employee and returned to the supervisor in the same way. The date on which the rating is delivered to the employee determines the date for filing an appeal.

6. Q. *How should a supervisor rate an employee who has been absent during the rating period?*

A. If the employee is absent **with** or **without** pay for a portion of the rating period,

he/she is to be rated on his/her performance for the time actually worked.

If the employee is absent **with** pay for the entire rating period, he/she will be assigned the same rating received for the preceding rating period.

If the employee is absent **without** pay for the entire rating period, no rating is to be given.

7. Q. *If an employee is promoted, how is the evaluation date affected?*

A. The evaluation period begins over with the promotion date. The first rating is due one year from the date of promotion unless an earlier performance evaluation is necessary for performance advance purposes.

Note: Employees who have ten full pay periods (100 full work days) but less than six months of service in grade are eligible for a performance advance payment, but must be rated prior to April 1 to receive such payment. In such cases, an employee may be evaluated and rated with only five months of service. Thereafter, evaluations will take place on the employee's anniversary date in grade.

8. Q. *What happens if supervisor and reviewer do not agree on the employee's rating?*

A. Every effort should be made to reach a consensus, including consulting with

higher levels of supervision; however, if an agreement cannot be reached, the reviewer's decision will prevail.

9. Q. *How long do performance evaluations stay in personal history folders?*

A. The Employee Performance Evaluation Rating Form is filed in the employee's official personal history folder as a permanent record.

II. Appeal Procedure

1. Q. *Can a rating be lowered by an appeal board?*

A. No. The appeal can be either sustained and the rating raised one level, or denied.

2. Q. *How many copies of the appeal form should be made?*

A. Four: one for the employee, one for the board, one for the supervisor, and one for the personal history folder.

3. Q. *Does the supervisor have the right to appear before the appeals board?*

A. No. The supervisor will appear if requested to do so by the board; the supervisor may request to appear, but the board need not allow it. The essential element is that the board get all the information it needs to reach an appropriate decision.

4. Q. *What ratings are appealable at the local level?*

A. All ratings are appealable at the first level. All appeals must begin at the first level. Appeals at higher levels are appeals of the denial of the board at the previous level.

5. Q. *If an employee changes agency or facility during the rating period, who is responsible for rating the employee?*

A. Since a change of agency or facility also constitutes a change of assignment, the provision outlined in the Handbook under **C. Rating Period and Frequency** (item 2, page 4) is applicable. When an employee has had more than one supervisor during the rating period (e.g., due to transfer of either supervisor or employee), the supervisor who is responsible for the employee (to whom the employee reports) at the time the employee's evaluation is due is responsible for rating the employee. In doing so, that supervisor has the responsibility to check with the employee's previous supervisor(s) concerning performance in the previous assignment(s) during the same rating period.



**New York State Correction Officers
& Police Benevolent Association**

NYSCOPBA



SUPERVISOR'S GUIDE TO COUNSELING

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INTRODUCTION

Among the many definitions of counseling is one which says that counseling has, as one of its goals, to guide individuals to a better understanding of their problems and potentialities. In the workplace, counseling is a discussion between a supervisor and an employee about an employee's performance. The discussion may focus on a specific incident, a particular aspect of an employee's performance which the supervisor has identified as needing improvement, or in some instances the employee's overall performance or behavior. The purposes of the discussion are: to communicate the supervisor's concerns to the employee, to determine the cause of the employee's actions, to identify avenues for improvement and/or development, and to ultimately improve the employee's performance.

Counseling is a positive and constructive supervisory tool. Because it involves face-to-face communication between the supervisor and the employee, it is the most direct and the most efficient means available to a supervisor to have a positive impact on the performance of an employee.

Unfortunately, the terms counseling and counseling memo have become sensitive terms which stimulate strong reactions in both supervisors and employees. One reason for this is that counseling is often mistaken for discipline.

Counseling is not discipline. The primary difference between counseling and discipline is that counseling attempts to correct performance through face-to-face communication and problem solving, while discipline attempts to do so through the imposition of a penalty. For most types of performance shortcomings, a supervisor must attempt to first deal with the issue through counseling and consider disciplinary action only when counseling fails.

Certainly, there are circumstances which require immediate disciplinary action. These include, but are not limited to, illegal, unethical, dishonest or highly inappropriate activities such as client abuse, verbal or physical assault, accepting a bribe, insubordination, or theft or destruction of State owned property. Supervisors confronted with such serious violations should immediately consult with their personnel and/or employee relations offices.

THE COUNSELING SESSION

Supervisors often avoid conducting counseling sessions with employees because the supervisors anticipate, sometimes correctly, that the session will be personally unpleasant. Most individuals simply do not enjoy confronting other individuals with judgements about performance. As is true of most people, supervisors have a need to be liked by members of the social groups with which they are associated. Counseling can disrupt the personal relationships which such groups represent. The supervisor often anticipates that this will occur, imagining that the subordinate will react to the session with hostility, or withdraw during the interview into a shell and thereafter ignore the supervisor's presence except when given direct orders. Such reactions by subordinates are not uncommon, and, in fear of that, the supervisor may avoid the discussion altogether.

Avoiding the discussion, however, will only result in the problem and the potential confrontation becoming worse. Counseling is an indispensable aspect of a supervisor's job which, if accomplished effectively, can resolve problems in a positive manner and ultimately help to strengthen the relationship between the supervisor and the subordinate.

It would be dishonest to assure any supervisor that there are techniques which will avoid the unpleasant aspects of counseling in every case. Like any aspect of supervision, counseling involves authority over and responsibility for the actions of other employees. It is precisely this authority over others' behavior that produces the potential conflict; however, such conflict can be *minimized*.

WHEN TO CONDUCT A COUNSELING SESSION

There is no hard and fast rule as to when counseling is appropriate. As a general rule counseling is appropriate when the established standards for performance and conduct are not being met. However, the supervisor must exercise judgement and discretion when determining whether, and at what point, to counsel.

Certain types of behavior might be a problem after one incident, while others might not become a problem until a pattern develops. For example, an employee who has had excellent attendance for several years may not require counseling due to one day's tardiness. In fact, in such situations, premature attempts at counseling may create a defensive attitude on the part of the employee. In other circumstances, however, the severity or nature of a situation might warrant counseling following one incident, regardless of the employee's work history.

Determining whether counseling is appropriate in a particular situation requires that the supervisor carefully review the facts. Factors which the supervisor should consider in making such determinations include the severity of the incident or behavior and the impact it has on the workplace, the employee's work history, and, if available, the circumstances surrounding the incident or behavior. If after a review and analysis of the available information, the supervisor continues to be concerned or have questions about the employee's conduct or behavior, counseling is both necessary and appropriate. Supervisors are encouraged to consult with their supervisor or personnel or employee relations offices for guidance.

Once the supervisor has determined that counseling is appropriate, it should be conducted promptly. This is important for several reasons. First, it is best to discuss an incident when it is still fresh in the mind of both the supervisor and the employee. If the discussion is delayed, specific details of the incident may fade from memory and result in the discussion focusing only on what happened, rather than on why it happened and what corrective measures will be taken. Second, failure to act promptly may give tacit approval to the employee's behavior, thereby, encouraging the behavior to continue. Finally, an employee is more likely to question the importance of the matter if the counseling session is conducted long after the incident. In addition to minimizing the effectiveness of the counseling, this may cause the employee to be suspicious of the supervisor's motive in conducting the counseling and increase the potential for conflict.

HOW TO CONDUCT A COUNSELING SESSION

When conducting a counseling session, there are several guidelines you should follow in order to minimize the potential conflict. Most importantly you should not view the session as an opportunity to scold the employee or as a means to threaten the employee with disciplinary action. Your purpose is not to punish someone, but to determine the cause of the circumstances about which you are concerned. In this light, you should view counseling as a problem solving exercise. For example: If the employee has been tardy, what prevents the employee from arriving at work on time? How can the employee remedy the problem? In this respect, it is the supervisor's job to set the tone of the meeting, putting the employee at ease as much as possible.

Certainly, where an employee's performance has consistently fallen below standards, it may be necessary for you to advise the employee that failure to respond to the counseling and perform adequately may result in disciplinary action.

Additionally, there are a number of other guidelines which are helpful to understand when counseling employees.

1. *Be prepared.* Spend some time reviewing the facts and defining your objective for the session.
2. *Counseling sessions should always be conducted in private.* If you have an office, perhaps that is the best place to schedule the meeting. If not, you should seek another private room away from an employee's co-workers or clients of the agency. Failure to provide a private surrounding is likely to create a feeling of humiliation within the employee, which may manifest itself in more, rather than fewer, violations of rules.
3. *Never schedule a counseling session with an employee when you are rushed with other duties.* It will leave the impression that your concern is minimal if you are frequently interrupted, must constantly look at your watch, or you rush the employee out after only a few minutes and before your discussion is complete.
4. *When an employee enters your office, act in a manner consistent with your normal demeanor.* If you are normally relaxed with an employee, be yourself. Otherwise, the employee will believe that the discussion implies a personal conflict. This should be avoided.
5. *Be direct and candid.* After greeting and making the employee comfortable, go directly to the reason for the meeting. Do not say, "Anything interesting happen on the ward today?" Questions such as these simply make employees suspicious of your motives.

6. In broaching the issue(s), you should *explain the exact nature of your concern*, making clear what has been observed and why it is important. For example, you might say: "I received a report today that you were rude to two patients on the ward. Obviously, the report concerns me. I wanted to take this opportunity to discuss the report with you and hear from you what happened." If you already know the names of the patients, you might have added that to the introductory remarks. Your concern should be direct and open with the employee.
7. *Where employees are cooperative, your job will be confined to determining what the employee's view of the incident is.* For example, if the employee responded to your statement, by saying, "Yes, that is true," you should follow-up by asking: "Well, could you give me the details from your point of view? How did this come about?"
8. *Some employees may be hostile. In those cases, you should remain calm, speaking in measured voice.* Because someone yells at you, for example, does not mean that you must yell back. You are the supervisor and to control the meeting you must control your emotions and reactions. Rather than reacting to the employee's hostility, you should return the employee's attention to your concern: What occurred on the ward? Why did it happen? How can we improve performance to insure it doesn't happen again? If the employee continues to behave in a hostile or abusive manner toward you, you should calmly advise the employee that such behavior may result in disciplinary action. If the behavior continues, you should halt the session and discuss the matter with your supervisor or the employee relations or personnel office. It should be noted that merely disagreeing with the facts as presented is not necessarily hostile behavior on the part of the employee.
9. Focus on the behavior of the employee, not the employee's "*character*" or "*morality*." An employee is more likely to understand that he/she has behaved incorrectly in a particular circumstance than to accept a supervisor's assertion that his/her basic character is unacceptable. For example, it would be better to say to an employee "Your behavior on the ward today was rude" rather than to say "You are a rude person."
10. *Be a good listener.* Give the employee the opportunity to explain his/her version of the incident or circumstances about which you are concerned.
11. *Keep an open mind* during the counseling session. If the discussion reveals your information was incorrect, or the employee's explanation is satisfactory, say so to the employee. Even where the employee's explanation is not satisfactory, the employee is less likely to accept your judgement if you have not even given him or her the opportunity to explain.

12. In listening to the employee's version of the incidents, a number of possible explanations may emerge. *After hearing the employee's explanation, you must decide whether other actions may be appropriate in addition to reinforcing to the employee what the rules are.* For example, the employee may need additional training, or perhaps reassignment so a supervisor can give closer instruction. You may not wish to make those decisions at that time but ask to see the employee at a later date after you have considered the options with other supervisors in your unit.
13. If the employee indicates that the problem is personal, or if you have some indication that the problem is other than work related, *tell the employee about available assistance, such as the Employee Assistance Program (EAP),* which can help employees deal with personal problems.
14. *Reach an understanding* on the corrective action which will be taken and set a definite follow-up date.
15. At the conclusion of the counseling session, you should thank the employee for seeing you and extend yourself to the employee should further problems of this nature arise. *Ultimately you want the employee to know that you are available to assist in solving such problems before they erupt into the types of incidents which prompted the counseling session.*
16. *If you intend to confirm the session in writing, advise the employee that you intend to do so.*

WHO SHOULD ATTEND THE COUNSELING SESSION

Many employees will ask that they be represented by their union during a counseling session. The contracts do not provide for union representation in a counseling session, except that employees represented by Council 82 are entitled to union representation in counseling situations where more than one supervisor is present. Under normal circumstances, when only one supervisor is present, the employee is not entitled to such representation.

However, since counseling is intended to be a discussion between a supervisor and an employee, it is generally best to confine attendance at the session to the supervisor and the employee. The presence of additional parties may increase the perceived level of conflict and pressure either or both sides into posturing, thereby, decreasing the likelihood for open and constructive dialogue. Supervisors should consult with their personnel or employee relations offices for agency guidance on this topic.

An employee is entitled to representation when the employee is the "target" of a disciplinary investigation. When counseling an employee, the supervisor has determined that discipline is not appropriate; therefore, the employee is not a "target of discipline" and does not have the right to representation. Nonetheless, if during the counseling session the employee does disclose information which would warrant disciplinary action, the supervisor should halt the session, advising the employee of the right to representation before continuing. Questions concerning this issue should be directed to your supervisor or the personnel or employee relations offices.

THE COUNSELING MEMO

In some instances, the supervisor may feel it is appropriate or necessary to follow-up the counseling session with a memo. As with the counseling session, there are no definitive rules as to when it is appropriate to issue a counseling memo. Each case must be handled individually and a determination made based on the facts and circumstances surrounding the case.

Prior to issuing a counseling memo, the supervisor should carefully consider the need for such action. For most persons - supervisor and subordinate alike - the written record may represent a higher level of conflict than the actual interview. Many employees will become defensive at receiving one at all. Therefore, it is best to reserve sending memos for those situations which warrant it.

Generally, a memo is both appropriate and necessary when: 1) previous counseling has failed to result in improvement; 2) you do not have confidence that the employee will correct the improper behavior without further encouragement; 3) the seriousness of the situation requires documentation that the session was held; and/or, 4) a multi-part plan for improvement was discussed during the session and the memo serves as written confirmation and a reminder of the plan.

If at the end of the counseling session, you have determined that a counseling memo is necessary, you should tell the employee of your decision before concluding the session. Giving the employee such notice can help to blunt a hostile reaction, at least to the extent that the employee is not surprised by the written summary. If in doubt as to whether a memo is appropriate, you should confer with your supervisor or the personnel office after the session.

When a counseling memo is sent, it should be sent almost immediately after the session, generally within 24 hours. Otherwise, both the supervisor and the employee are likely to forget important aspects of the discussion. Additionally, inasmuch as your purpose in sending the memo is to reinforce understandings reached during the counseling session, it is widely accepted that such learning takes place more effectively when the reinforcement (i.e., the memo) is close to the initial event (i.e., counseling session).

WRITING A COUNSELING MEMO

In several ways, writing a counseling memo is not dissimilar from conducting the counseling session itself. First, a counseling memo is a summary of the counseling session which should be addressed and delivered (or sent) to the employee. Second, the memo is similar in tone to the session. It should not be punitive. In this respect, it should not be characterized as a disciplinary notice or letter of reprimand; it is neither.

When writing a counseling memo, the following guidelines should be followed:

1. *Write the memo to the employee.*
2. *Be concise and clear.*
3. *The memo is a summary of your counseling session. Do not include other matters in the memo which were not discussed during the session.*
4. *Include the following sections:*
 - a. *A statement of the reason for and the date, time and place of the meeting. (Be as complete as possible in describing the problem.)*
 - b. *The employee's response to your concerns. This is important as it demonstrates to the employee that you were actually listening during the counseling session.*
 - c. *The manner in which the employee will seek to improve performance.*
 - d. *Provisions for follow-up consultations.*
5. *Do not characterize the memo as discipline or as a penalty.*
6. *The tone of the memo should be supportive and factual. Do not write it in a punitive or derogatory manner.*
7. *Show on the memo the names of those persons who will receive a copy of the memo. Include personal history folder.*
8. *The memo should not be widely distributed. Supervisors should consult with their supervisor or the personnel or employee relations office for agency policy regarding distribution.*

If you need assistance in constructing the memo, do not hesitate to speak with your supervisor or, the personnel or employee relations office. Some agencies require supervisors to consult with these individuals before the issuance of a counseling memo.

WHAT THE CONTRACTS SAY ABOUT THE COUNSELING MEMO

There are contractual provisions associated with the issuance of counseling memos.¹ First, all major State contracts require that counseling memos be placed in an employee's personal history folder and set forth specified periods of time after which the memos may be removed, if appropriate.

Second, some of the contracts require that the employee sign the memo to show receipt, or that it be sent to the employee's address of record, return receipt requested. Even where this is not required, the supervisor should request that the employee sign the memo to acknowledge receipt (not necessarily agreement); if the employee refuses to sign, it should be noted on the memo.

Finally, employees have the right to respond to the memo in writing. If the employee chooses to file a response, such response must be placed in the personal history folder with the original memo.

Supervisors should contact their personnel or employee relations offices when specific questions of this nature arise.

This section provides a general overview of the contractual provisions associated with the counseling memo. A detailed summary of contractual provisions governing the counseling process is provided in the Appendix to this handbook.

10.6 Counseling of employees shall be carried out pursuant to Appendix "C" and grievances regarding the application of said Appendix shall be processed pursuant to Article 7, paragraph 7.1 (b),

Appendix "C"

The items in this Appendix are reviewable pursuant to: Article 7.1 (b) of the Security Services Unit Agreement.

Counseling: Counseling is an effort on the part of a supervisor to provide to an employee, positively or negatively, significant feedback regarding on-the-job activity. It is meant to be a positive communications device, clarifying what has occurred and what is expected. Counseling is not disciplinary, having constructive goals, such as assisting in employee development, or teaching or modifying behavior. It involves face-to-face contact, and out of respect for the employee and the process, must be conducted in private. Counseling is a direct technique that should involve two individuals, the supervisor and the subordinate. If the counseling situation warrants that more than one supervisor be present, the employee being counseled must be afforded the opportunity to invite a Union representative who is readily available to attend the counseling session.

Counseling is not viewed as a routine matter. When contemplating the issuance of a follow-up memo, supervisors should consider if that level of formal response is necessary or appropriate. Not all incidents require counseling; not all counseling requires the issuance of a memo. Consideration of this action may be appropriate for discussion with higher levels of supervision and/or the personnel department; if such a memo is issued to an employee, it must accurately describe the discussion and clearly establish expectations for the future. Overall, counseling is viewed as a supportive supervisory means of communicating with employees.

An employee is not required to sign a counseling memo. An employee may be asked to acknowledge receipt of a counseling memo by signing it prior to its placement in his official personal history folder. Such signature does not necessarily indicate agreement with the contents of the memo. The employee has the right to file a response to a counseling memo in his official personal history folder. Grievances arising out of the application of this Appendix shall be processed pursuant to Article 7, paragraph 7.1(b).

DEALING WITH DIFFICULT PEOPLE-4 BASIC STEPS

1. DEAL DIRECTLY WITH THE PROBLEM

- A. DEAL WITH THE PROBLEM AS SOON AS POSSIBLE.
- B. ADDRESS THE EMPLOYEE HONESTLY IN A CARING MANNER.
- C. FOCUS ON THE SPECIFIC BEHAVIOR NOT THE PERSON'S ATTITUDE.

2. CONTROL YOUR RESPONSE

- A. REMAIN CALM.
- B. YOUR GOAL IS NOT TO CHANGE HIS OR HER PERSONALITY, BUT TO CHANGE THE EMPLOYEE'S ACTION OR INACTION ON THE JOB.
- C. DO NOT BECOME ANGRY OR UPSET. IF THIS BEGINS TO HAPPEN, STOP; TAKE A DEEP BREATH AND/OR A TIME-OUT.

3. LISTEN AND ACKNOWLEDGE THE OTHER PERSON

- A. GIVE THE EMPLOYEE AN OPPORTUNITY TO EXPRESS HIS OR HER VIEW.
- B. REASSURE THE EMPLOYEE YOU ARE LISTENING.
- C. PARAPHRASE YOUR CO-WORKER'S FEEDBACK TO DEMONSTRATE YOU HEARD AND UNDERSTOOD WHAT HE OR SHE SAID.
- D. ACKNOWLEDGE THE VALIDITY OF THE FEELINGS, NOT THE BEHAVIOR.

4. FOCUS ON SOLVING THE PROBLEM

- A. EXPLAIN THE SITUATION.
- B. SPECIFY HOW YOU WOULD LIKE THE BEHAVIOR TO CHANGE.
- C. EXPLAIN THE POTENTIAL CONSEQUENCES IF THE BEHAVIOR DOES NOT CHANGE.

Duty Bound to Report

- 1) sexual misconduct
- 2) Contraband
- 3) Use of force.
- 4) Felony Arrest
- 5) Sleeping on Armed Post.
- 6) Lying & falsifying Documents
- 7) Arrest involving Drugs/Narcotics.

New York State Department of Correctional Services
[REDACTED] Correctional Facility

Memorandum

To : [REDACTED]

From: [REDACTED]

Date: [REDACTED]

Subject: Counseling Memo

First, I would like to explain to you that this counseling session is not disciplinary in nature, but a tool to provide you with significant feedback regarding your on-the-job performance and is intended to assist you in the future discharge of your duties.

On the evening of [REDACTED] you were the supervisor in charge of a cell move of inmate [REDACTED] B-4-18 to SHU F-1-18. This move was of an inmate that was involved in an assault on staff a short time earlier. This move was made without the use of a video camera, which was a violation of Directive 4933, Hand Held Videotaping for Security Purposes and [REDACTED] memorandum, "Video Taping Movement to SHU". Even though the cell move was completed professionally and without incident, the non use of the video camera put yourself, the escorting officers and the facility at risk for fictitious allegations of abuse by this inmate and subjected the Department to possible unnecessary litigation. I know you were asked by Sgt. [REDACTED] to make this cell move, as he was busy interviewing Officer [REDACTED] in the hospital, but taking on the responsibility of the escorting supervisor it was incumbent on you to ascertain all the pertinent information.

Again I want to stress upon you that this counseling is not disciplinary but just an assessment to better understand our responsibilities and sharpen our supervisor skills.

You are also notified that in accordance with Article 10.6 and Appendix "C" of the agreement negotiated between the State of New York and N.Y.S.C.O.B.P.A., (your union); you have the right to submit a written rebuttal to this memorandum in your personal history folder.

My signature below constitutes a receipt for this memorandum only, and in no way an admission of guilt, or an agreement with its content.

[REDACTED]

Correction Sgt. [REDACTED]

[REDACTED]

Date

[REDACTED]

Correction Lt. [REDACTED]

[REDACTED]

Date



GLENN S. GOORD
COMMISSIONER

STATE OF NEW YORK
DEPARTMENT OF CORRECTIONAL SERVICES

MEMORANDUM

TO: [REDACTED]

FROM: [REDACTED]

DATE: May 1, 2001

SUBJECT: FORMAL COUNSELING - APRIL 30, 2001

As a result of a complaint received from [REDACTED] of the last session in which you were the Drill Instructor, you were the subject in an investigation by the Office of Diversity Management.

The complaint indicated that you made comments construed as creating a hostile work environment in the nature of sexual innuendoes which, although denied by you, were substantiated by others. Such comments are contrary to the rules and protocol for Drill Instructors at [REDACTED] and are not allowed or tolerated. A person in your position of Drill Instructor is held to a high standard that cannot be set aside.

You are hereby being formally counseled on these statements with the hope that you will refrain from such activity in the future.

[REDACTED]

Copy

[REDACTED] CORRECTIONAL FACILITY

INTERDEPARTMENTAL COMMUNICATION

MAR 27 PM 2:31

RECEIVED OFFICE

To: Correctional Officer [REDACTED]
From: [REDACTED]
Subject: Counseling Memorandum
Date: 3/14/01

Page 1 of 2

This memorandum is to confirm my counseling session with you on March 13, 2001. I informed you that you were remiss in your duties.

At first you requested to be represented by a Union Official. I explained that this was a counseling session and not disciplinary in nature. As such I did not believe you needed a Union Official. The people present were myself ([REDACTED]) and you ([REDACTED]).

I explained this counseling session is based upon information in your memo dated 3/1/01 addressed to Sergeant [REDACTED], subject inmate [REDACTED]. I then showed you a copy.

In this memo you state that inmate [REDACTED] asked you to sign a disbursement form and you then checked his ID, signed it and then returned it back to the inmate to be carried to the school gate officer.

You also state that inmate disobeyed your order and that you gave the inmate a choice, "That he could go back to his cell and stay there for a couple of days on his own, or he could go back and lock in under keep lock and a misbehavior report. its your choice. He choose to go back on his own."

I showed you a copy of the Memo that explained the Facility Policy to be used in the processing of disbursement forms (5/24/00 by [REDACTED], subject Disbursement Forms). I explained that once a Disbursement is signed that the officer must hand carry it to the school gate and personally turn it over to the school gate officer.

You explained to me that you did every thing in the memo except carry the disbursement form to the school gate. You ordered the inmate to give you the form upon reaching the gate. You explained that after this memo came out, you personally spoke to [REDACTED] and asked about carrying inmates property to the school gate when processing the disbursement form. You stated that your understanding with this conversation was that officers did not have to carry inmates property but did have to personally turn it over to the school gate officer. " I believed property and disbursement forms were both meant to be carried by the school gate officer."

APPROVED FOR PERSONAL
DEPUTY SHERIFF ADMINISTRATION
HISTORY ADMINISTRATION

2-27-01

CORRECTIONAL FACILITY
INTERDEPARTMENTAL COMMUNICATION

Page 2 of 2

I then explained that you misunderstood and that inmate property such as letter and legal work do not have to be carried but the form after being signed must be kept in the officer possession according to this memo.

You requested to be allowed to talk to [REDACTED] about this and I told you that you would be able to see the DSS tomorrow as he was not on duty at this time.

I then showed you other memos , Dated 8/15/00 by [REDACTED] subject Inmate Discipline and Dated July 3, 1996 by [REDACTED] subject Inmate Confinement due to misbehavior along with Directive 4932 highlighted sections 250.2 and 251.1.5 and showed you section 8 of the employee manual.

I explained that Departmental Policy does not allow instance justice and that you may not give an inmate a choice of staying in a couple of days or a misbehavior report.

I allowed you to respond and you stated that you do not believe you did any of the memo dated 8/15/00 subject inmate discipline. At no time did you pull fuses, burn any one for chow or recreation. you said you believed you were giving the inmate a break. you believed the inmate had done some thing wrong and that you counseled him and gave him a break on a misbehavior report . You believed that you saved him five dollars and that the inmate could stay in honor block.. You said you were going to issue a report but the inmate spoke to you and pleaded to please not write a report. You decided that a counseling would be the right way to go.

I then told you that I did understand what you tried to do but in the future you must write a misbehavior report for serious misbehavior ^{or} a verbal counseling.

I explained to you that you may submit a rebuttal to this memo and that it would be placed in your personal history folder. I also gave you copies of all memos and directive 4932

[REDACTED]
Correction Sergeant

I have received a copy of this memorandum. My signature is not an admission to, or an agreement with the above statement, only that I have received a copy.

[REDACTED]
Correctional Officer

Original Officer [REDACTED]
CC Employee Personnel Folder

APPROVED FOR PERSONAL
HISTORY FOLDER
[REDACTED]

State of New York – Department of Correctional Services

CORRECTIONAL FACILITY

Interdepartmental Communication

TO: Correction Officer XXXXXXXXXXXXXXXX
FROM: Sergeant XXXXXXXXXXXXXXXXxx
SUBJECT: Follow up to Counseling Session held XX/XX/XX
DATE: XX/XX/XX

This memo will serve to confirm and reinforce the counseling session I held with you on XX/XX/XX, in the Conference Room, with only you and I present.

This counseling session stems from an incident that occurred on XX/XX/XX, when you were assigned to the Messhall, and you submitted an incorrect count slip to the Watch Commander for the 11:00am master count.

As a result of your incorrect count, the facility was locked down and all inmate movement was stopped. The noon meal run and afternoon program run were delayed by over one hour, as staff were sent back to all units to conduct a recount, while the first count had to be recapitulated by the Watch Commander and Administrative Lieutenant. Hub Superintendent XXXXXXXXX and Superintendent XXXXXXXXX were notified of the miscount and subsequent afternoon program delay, as was the Facility OD, Deputy Superintendent XXXXXXXX, Captain XXXXXXXX and myself.

It was only during the second count that your mistake was discovered. You had signed and submitted an out count slip indicating that you had 41 inmates assigned to the messhall. The other sheet you also signed and submitted indicated that you had 42 inmates assigned to the messhall. I then showed you copies of the incorrect count slips you had submitted.

During the subsequent recount, it was ascertained that all inmates were in fact accounted for, and that you had submitted an incorrect count sheet, necessitating the facility lock down.

In speaking with you regarding this incident, you admit that you should have double-checked your count prior to turning it in, however, during the count you had to make a change and add one inmate. You admittedly made the change on the in-count sheet, but not on the cover sheet.

I then explained to you that you are responsible for submitting an accurate and correct count. If you feel that something is wrong, you should not sign the count slip until something is wrong, you should not sign the count slip until you are satisfied with its content. I then showed you the last line of the count slip which states, "I certify this count to be correct."

At this point, I directed your attention to Sections 6.9, 6.13 and 7.11 of the "**State of New York Department of Correctional Services Employees' Manual**," which state in part:

- 6.9 "The Superintendent shall be responsible for having a correct count of inmates and for seeing that counts are taken in such a manner..."
- 6.13 "Employees shall cooperate in maintaining the security and good order of the Facility and shall aid in the habilitation of inmates. Each employee is responsible for the efficient performance of duties assigned..."

7.11 "An employee in charge of a group of inmates will keep a roster of their names and numbers, take and submit accurate counts at prescribed times,..."

I also showed you a copy of **Directive #4945, "Inmate Counts"** and directed you to Section III, paragraph A, which reads in part:

"An employee assigned to supervise inmates is responsible for knowing the number of inmates assigned...The counting employee is solely responsible for the accuracy of counts that is, for reporting the absence of any inmate on an "out" count...and for reporting immediately any inmate whose absence is not accounted for."

You appeared very receptive toward this counseling, and admitted your mistake. You further admitted that you should not rush in the future and that you will attempt to make every effort to double check your count slips prior to handing them in.

I ended the session by advising you that in the future, you must count all of the inmates assigned to the messhall, and not allow your attention to be diverted in a way that would allow you to make a critical error when recording the count on paper. You should check and double-check each and every count prior to signing and submitting it.

You concurred with my direction and assured me that this type of incident would not occur again. You also stated that in the future you would seek assistance from the area supervisor if necessary.

I then advised you that in accordance with the agreement negotiated between the State of New York and your bargaining agent (N. Y. S. C. O. P. B. A.), you have the right to submit a written rebuttal to be included with this memo in your personal history folder.

XXXXXXXXXXXXX,
Sergeant

Date

My signature below is not an admission of guilt nor agreement with the content of this memorandum, and serves only to acknowledge receipt of this counseling memorandum.

XXXXXXXXXXXXX,
Correction Officer

Date

cc: personal history folder

State of New York – Department of Correctional Services

XXXXXXXXXXXXXXXXXXXX CORRECTIONAL FACILITY

Interdepartmental Communication

TO: Correction Officer
FROM: Sergeant
SUBJECT: Follow up to Counseling Session held XX/XX/XX
DATE: XX/XX/XX

This memo will serve to confirm and reinforce the counseling session I held with you on XX/XX/XX, at approximately 2:20pm, in the Housing Sergeant's Office, with only you and I present.

This counseling session stems from several separate incidents, including some that I observed on XX/XX/XX, when you were assigned as the A-Block Officer for the 8am-4pm shift, and I was assigned as the Housing Sergeant. At approximately 8:15am, I entered A-Block while making my supervisory rounds. I entered the block following a company of inmates returning from the messhall. At that time, I observed you, Correction Officer XXXXXXXXXXXX, seated at your post at the block officer's desk, reading a newspaper. Upon seeing me, you folded the newspaper and placed it into your desk.

When I spoke to you about this action at your post, you stated that you were aware that you shouldn't be reading the newspaper, that you made a mistake and you were sorry.

I then attempted to sign into the block logbook, but I noted that you had not yet made your required entries for the beginning of your shift. I instructed you to do so, and then left the block.

At approximately 11:23am, on XX/XX/XX, I again entered A-Block on rounds. Prior to my entering the block, I clearly heard the PA announcement for all blocks to run chow. I also stopped at the control center to ensure the call had been made, however, when I entered A-Block, I observed you standing near the block officer's desk. Several company officers were gathered around the desk, and a newspaper was prominently visible on the desk.

I then stated to you "That's the second time today for that newspaper." and then I asked, "How come we're not running chow?"

I was then told, "They haven't called it yet."

I explained to you that they had, that I had heard it called, and that I had personally checked with the control center prior to coming to the Block. I then went upstairs and was subsequently followed by the company officers.

During this counseling session, I reviewed my observations from today and other days that I had verbally counseled you.

You admitted that you were wrong for reading the newspaper and that you had already apologized for that and, you in fact apologized again. You stated that you felt that a formal counseling was not necessary, and wondered what angered me enough to make me consider that this should be a formal counseling.

I explained to you that part of my responsibility as a supervisor was to take corrective action to bring your job performance up to acceptable levels. I further explained to you that my previous attempts to use verbal counseling to enhance your job performance have been ineffective, and that I could no longer wait to cover every contingency/problem with a verbal counseling.

You again voiced your displeasure with my decision to formally counsel you, and stated that I have now got your attention and this will not occur again.

I explained to you that your actions this morning, (reading a newspaper during mass movement of inmates), not only endangered you, but other area staff members, inmates and the security of the block itself.

At this point, I directed your attention to Section 7.1 of the "State of New York Department of Correctional Services Employees' Manual," (copy attached) which states in part:

7.1 Every employee, while on duty, shall devote all his time and effort to the performance of his duties...When supervising inmates, an employee shall not allow his attention to be diverted in any way which interferes with the maintenance of supervision.

I also showed you a copy of **Directive #4091, "Log Books"** (copy attached) and directed you to read and familiarize yourself with the Directive, including Sections II and III, dealing specifically with the required entries.

I also spoke with you regarding an order from Deputy Superintendent XXXXXXXXXX that states that newspapers are not allowed in the facility beyond the XXXXXXXXXX gate. I told you that this order is still in effect.

In the past, I have had to verbally counsel you, in your capacity as block officer, concerning deficiencies in securing inmates returning to the block, issuing passes to inmates leaving the block, and the general supervision of your assigned area.

I also explained to you that as the block officer, you are responsible to ensure that company movement begins and is conducted in an expedient manner. This responsibility includes directing other Correction Officers to begin and continue the company movement.

I ended the session by advising you that the position of a block officer is a serious responsibility. The block officer is accountable and responsible for approximately 300 inmates and 10 Correction Officers. This position alone is a very serious burden, however it is extremely hard when coupled with your age. I said that I hoped you would see and accept how serious this responsibility was, and act accordingly.

This memorandum has been prepared with the expectation that it will prompt you to perform your duties in an acceptable manner, one that is conforming to Departmental Standards and demonstrates your acknowledgement of the seriousness of your responsibilities.

You are hereby notified that in accordance with the agreement negotiated between the State of New York and N. Y. S. C. O. P. B. A. (your bargaining agent), you have the right to submit a written rebuttal to be included with this memo in your personal history folder.

XXXXXXXXXXXXXXXXXX,
Sergeant

Date

My signature below is not an admission of guilt nor agreement with the content of this memorandum, and serves only to acknowledge receipt of this counseling memorandum.

XXXXXXXXXXXXXXXXXX,
Correction Officer

Date

Attach: Employee's Manual, Section 7.1
Directive #4091, "Log Books"

cc: personal history folder

STATE OF NEW YORK—DEPARTMENT OF CORRECTIONAL SERVICES

Interdepartmental Communication

TO: Correction Officer

FROM:

SUBJECT: Formal Counseling Memorandum

DATE: 3/08/01

This memorandum will serve to confirm and reinforce the counseling session I held with you on today's date in the Conference room with only you and I present.

I explained to you that this counseling session was not disciplinary in nature, but it was a tool to provide you with significant feedback regarding your on-the-job performance and intended to assist you in the proper discharge of your duties.

This counseling session stems from my observation that you were not following the direction I had given you almost a year ago regarding logbook entries. During a previous conversation with you, I had directed you to make the required entries directly into the logbook, not onto a piece of scrap paper and then into the block logbook. While on rounds in SHU on 1/31/01, I again observed you writing notes onto a piece of note paper to be transcribed into your logbook at a later time.

I ordered that you submit a memorandum to me detailing your actions, including as to why you failed to follow my direction regarding the logbook entries.

Your first memo, date 1/31/01, (copy attached), did not address my concerns and I again had to order you to submit a memorandum that explained your actions. Your second memorandum, dated 2/3/01, better addresses my concerns, however, it is not complete.

As I explained to you during the counseling session, this type of conduct violates numerous standards of "The State of New York Department of Correctional Services Employees' Manual," as well as Departmental Directive #4091, "Log Books," and other facility policies.

I then issued you a copy of former Deputy Superintendent XXXXXXXX's memo, dated XXXXXXXX XX, 1XXX, and entitled, "Facility Log Books." A copy is attached. I then read the memo to you.

I also issued you a copy of Departmental Directive #4091; "Log Books," and I also read that to you. A copy of that Directive is attached as well.

I then read to you from "The State of New York Department of Correctional Services Employees' Manual" the following sections, emphasizing the bold portions:

- 2.5 Compliance with orders. A lawful order given by a superior to a subordinate shall be executed promptly and properly by the subordinate. Thereafter, the subordinate may appeal the order through channels or in accordance with established grievance procedures. In the event an employee receives conflicting orders from one or more persons of equal authority, the last order received shall be executed.
- 6.11 Employees shall recognize that the facility protects society, not only by maintaining inmates in secure custody, but also by preparing as many of them as possible for law abiding living when released. Every employee shall

discharge his duties and comport himself so as to carry out the programs and policies of the Department.

- 7.1 Every employee, while on duty, shall devote all of his time and effort to the performance of his duties.** Each employee shall maintain an attitude and posture of alertness at all times. When supervising inmates, an employee shall not allow his attention to be diverted in any way which interferes with the maintenance of supervision.

I explained to you that you should familiarize yourself with these sections of the Employees' Manual and again explained to you that your actions were inconsistent with the above-mentioned Departmental and Facility Policies, and the employee's manual.

I again explained to you that logbooks are a chronological record of events transpiring during your tour of duty. These events must be logged in as they occur. If, for whatever reason, you became incapacitated, or, your scrap paper was lost, there would be no record of your tour of duty. It would be better to have a "late entry" than no entry at all.

It appeared to me that you were receptive to this counseling, as you indicated that you have not done this since our last conversation.

By my verbal order and this written confirmation, you have been directed to cease and desist from the action that necessitated this counseling. You are further ordered to follow all orders promptly and properly.

Any further occurrences of either of these types of actions could lead to Departmental disciplinary charges being preferred against you.

You are also notified that in accordance with Article 10.6 and Appendix "C" of the agreement negotiated between the State of New York and N.Y.S.C.O.B.P.A., (your union); you have the right to submit a written rebuttal to this memorandum. That written rebuttal will then be included with this memorandum in your personal history folder.

My signature below constitutes a receipt for this memorandum only, and is in no way an admission of guilt, or an agreement with its content.

XXXXXXXXXXXX,
Correction Officer

Date

XXXXXXXXXXXX,
Correction Sergeant

Date

attach: Directive 4091, dated 3/3/00
DSS XXXXXXXXX memo dated 9/22/99
CO XXXXXXXX memos, dated 1/31/01 and 2/3/01

cc: personnel folder



New York State Correctional Officers & Police Benevolent Association, Inc.

102 Hackett Blvd., Albany, NY 12209
(518) 427-1551 www.nyscopba.org nyscopba@nyscopba.org



FYI – Transfers

Sergeants will not be allowed to transfer off of a reassignment list while they are out on Workers' Compensation Leave unless they can physically report to their new assignment (light duty). This is part of the Uniformed Employee Reassignment Program.

I have requested that this item be included in Statewide L/M talks and that it be amended to allow for transfers while on W/C leave.

The entire policy is enclosed for your review.

**Sergeants will not be allowed to transfer while facing pending disciplinary charges, which call for dismissal or while on suspension.
Legal opinion enclosed.**

DEPARTMENT OF CORRECTIONAL SERVICES
UNIFORMED EMPLOYEE REASSIGNMENT PROGRAM

A. Basic Provisions

1. In filling Correction Officer, Sergeant, and Lieutenant vacancies, first preference is always given to employees on the reassignment list for a specific facility.
2. An employee in the title of Correction Officer, Sergeant, or Lieutenant may, at any time, submit a request for reassignment from his/her present facility to any other Department facility where their title exists.
3. A security employee may submit simultaneous requests for reassignment to one or more different facilities up to a total of eight (8) facility reassignments. A reassignment request form will be rejected if it contains more than eight facilities. Each employee may add new reassignment requests or change preferences on those pending up to a maximum of 8 facilities. HOWEVER, SHOULD A SECURITY EMPLOYEE BE ISSUED ORDERS TO REPORT TO A NEW FACILITY BASED ON THEIR CHOICES ON FILE, A NEW REQUEST MAY NOT BE SUBMITTED UNTIL HE/SHE HAS REPORTED TO THEIR NEXT FACILITY ASSIGNMENT.
4. Reassignment requests will be activated in order of the date received in the Central Office Personnel Bureau through the last business day of April and the last business day of October of each year. All reassignment requests pending as of those days will be placed on a revised reassignment list in order of employee seniority in title, and these revised lists will go into effect on May 1 and November 1 of each respective year. New requests received on or after May 1 and November 1, are added, by date received, at the bottom of the revised list.
5. A security employee may at any time withdraw any or all of the active reassignment requests he/she has on file. A reassignment request form with only the WITHDRAW ALL REQUESTS box marked must be submitted to take their name off of all reassignment lists. HOWEVER, A WITHDRAWAL REQUEST WILL NOT BE HONORED AFTER THE REASSIGNMENT ORDERS HAVE BEEN ISSUED, THE EMPLOYEE WILL BE REASSIGNED, AND A REJECTION NOTICE WILL BE ISSUED TO THE EMPLOYEE ON ANY SUCH REQUEST FORM.
6. When an employee with reassignment requests pending for more than one facility is reassigned on a PERMANENT basis to any one of those facilities, his/her name is immediately removed from the reassignment lists for all of the lower preference facilities they had chosen. However, their name remains active on the lists for any facilities that are a higher preference than the facility to which the individual was reassigned.

7. When an employee with reassignment requests pending for more than one facility is reassigned on a TEMPORARY basis to any one of the facilities they have designated that they are willing to accept TEMPORARY reassignment to, their name will remain on the reassignment lists for all the facilities for a PERMANENT reassignment. HOWEVER, THEY WILL NOT RECEIVE A TEMPORARY REASSIGNMENT TO A LOWER PREFERENCE THAN THE ONE THEY HAVE BEEN REASSIGNED TO. Individuals may receive consecutive temporary reassignments to higher preferences.
8. Once an individual is reassigned, he/she cannot be reassigned again for a period of 28 days from the payroll date of the reassignment, not the report date. However, during the 28-day period, individuals will maintain the reassignment list rankings they had prior to the hold period. IF THEIR NAME IS REACHED FOR PERMANENT REASSIGNMENT TO THE FACILITY THEY ARE REASSIGNED TO ON A TEMPORARY BASIS DURING THIS 28 DAY PERIOD, THEY WILL BE MADE PERMANENT AT THEIR CURRENT FACILITY.
9. Each request for reassignment or withdrawal must be submitted through the Superintendent of the employee's facility. Only requests received by the Central Office Personnel Bureau which bear the signature of the employee's Superintendent or his/her designated facility representative will be honored. Employees may send such signed reassignment requests directly to the Central Office Personnel Bureau via Mail, Fax or hand delivery.
10. Temporarily promoted security supervisors may submit a reassignment request form (Form 1216 TEMP) to be placed on the Supervisors' Temporary Reassignment Lists for their title.
 - a. When filling a temporary security supervisor vacancy, the PERMANENT REASSIGNMENT LIST is given preference. If no permanent list candidate has indicated they would accept temporary reassignment to a particular facility, the top person on the TEMPORARY REASSIGNMENT LIST is then considered for reassignment.
 - b. The score of the top eligible candidate on the promotional eligible list is then compared with that of the top candidate on the TEMPORARY REASSIGNMENT LIST. Should the score of the eligible list candidate be equal to or lower than that of the top TEMPORARY REASSIGNMENT LIST candidate, the supervisor serving in title then receives the reassignment. Should the score of the promotional list candidate be higher, they are offered a promotion, rather than a reassignment being processed from the TEMPORARY REASSIGNMENT LIST.

B. SPECIAL PROVISIONS AND EXCEPTIONS

1. Pending disciplinary charges, which call for the penalty of dismissal from service, will bar reassignment until the charges are disposed of.
2. A Sergeant or Lieutenant on inactive duty status (i.e., Sick Leave, Workers' Comp. Leave) whose name is reached on the reassignment list will be passed over. However, he will retain his rank on the reassignment list and will immediately become eligible for reassignment upon his return to active duty.
3. A Correction Officer who is on inactive duty status (i.e., Sick Leave, etc.) will be passed over for TEMPORARY reassignment, but not for PERMANENT reassignment.
4. An employee retaining permanent status in a Correction Officer, Sergeant or Lieutenant position during probationary or temporary service in any other position in our Department is eligible to request reassignment of his permanent 'hold' status to any available permanent vacancy. In determining rank on the reassignment list for the permanent title, time-in-title seniority will be computed as if he/she were still serving in that title.
5. If any employee's service in a security title was interrupted by service in any other title, in the Agency, previous service in the title shall be credited toward seniority for the purpose of ranking on the reassignment lists. The interim time served in the other title is also counted if it did not exceed one year, but not otherwise.
6. The employee's time eligibility for job bidding at the new facility will be measured from the date they report to duty at the facility.

C. SUPERVISORY REASSIGNMENTS TO PERMANENT VACANCIES

1. Preference in filling permanent SERGEANT and LIEUTENANT vacancies is given to the following groups of employees in the order shown:

Group I All employees serving in title as 4.11 (Contingent Permanent) appointees at the facility where the permanent vacancy occurs, all individuals having 4.11 holds in title at the facility where the permanent vacancy occurs, along with any employee serving in a higher title whose request to transfer his permanent hold is at the top of the reassignment list for that facility. Employees within this group will be ranked for reassignment eligibility in time-in-title seniority order.

Group II Other employees on the appropriate supervisory reassignment list in normal order of rank on the list, with no distinction between permanent and 4.11 (Contingent Permanent) employees.

Group III Employees on the appropriate promotion list.

D. SUPERVISORY REASSIGNMENTS TO ENCUMBERED VACANCIES AND TEMPORARY ITEMS

1. Reassignments to encumbered vacancies are made in rank order from the reassignment list, with no distinction between permanent and contingent permanent (4.11) employees. A permanent employee reassigned into an encumbered vacancy is considered to be reassigned on a 4.11 basis and retains a 'hold' item at the last facility at which he had permanent status. A contingent permanent employee reassigned into an encumbered vacancy is reassigned with contingent permanent status, and retains no 'hold' item elsewhere in the same title. In either case, the reassigned employee's name is removed from the reassignment list.
2. Preference in filling TEMPORARY Sergeant and Lieutenant vacancies is given to employees on the permanent reassignment list who indicated they are willing to accept temporary reassignment. An employee on the reassignment list serving provisionally or temporarily in another title and seeking reassignment of his 'hold' item is skipped over, as a temporary vacancy must be filled by an employee who can physically report.
 - a. In reassignments to temporary vacancies:
 1. Contingent permanent employees are reassigned only temporarily, the same as permanent employees, and retain 4.11 'hold' items at their previous facilities.
 2. Each temporarily reassigned employee, whether permanent or 4.11, remains active on any other reassignment lists he was on previously.
3. If there are no permanent or 4.11 supervisors on a PERMANENT reassignment list for a facility who have indicated a willingness to accept TEMPORARY REASSIGNMENT, then temporarily promoted security supervisors may be considered from the TEMPORARY REASSIGNMENT LIST.
 - a. Temporarily promoted security supervisors may submit a temporary reassignment request form (Form 1216 TEMP) to be placed on the TEMPORARY REASSIGNMENT LIST.

- b. The score of the top eligible candidate on the promotion list is then compared with that of the top temporary reassignment candidate on the TEMPORARY REASSIGNMENT LIST. Should the score of the eligible list candidate be equal to or lower than the top Temporary Reassignment List candidate, the supervisor serving in title then receives the reassignment. Should the score of the promotional candidate be higher, a temporary promotion is offered rather than a reassignment from the TEMPORARY REASSIGNMENT LIST.

E. BREAKING SENIORITY TIES

1. SECURITY SUPERVISORS

- a. Seniority ties on reassignment lists are broken as follows:

1. EXAM SCORE.
2. Ties among individuals who have the same seniority and same exam score are broken according to their rank on the promotion exam list. Scoring ties on promotion exam lists are broken in accordance with contract seniority in the qualifying title. Ties among individuals also having the same qualifying contract seniority are broken utilizing a computerized random scramble number, with the lower scramble number resulting in the higher list rank. By utilizing these tiebreakers, each candidate on the list is assigned a specific list rank.

2. CORRECTION OFFICERS

- a. Seniority ties on reassignment lists are broken in the following order:

1. EXAM SCORE. If a reinstatement occurred, the original exam score when the person was appointed to the title would be used even if the reinstatement occurs after a break in service of more than one year.
2. NAME SCRAMBLE. The first three letters of an employee's last name are reversed and assigned numbers from a chart. The lower 3-digit number is more senior.
3. SOCIAL SECURITY NUMBER. The lower Social Security number is more senior. All nine numbers may be utilized, if necessary.

b. By Agreement with NYSCOPBA, Correction Officers appointed in 1990 through the CONTINUOUS RECRUITMENT EXAM process shall be placed in a group, by Training Academy final grade score order, behind Correction Officers appointed on the same date from a competitive CIVIL SERVICE eligible list. All tiebreakers listed in A above shall continue to apply on reassignment lists after such class ranking.

**HINMAN
STRAUB**
ATTORNEYS AT LAW

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ALBANY, NEW YORK 12207-1693
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E-MAIL: RECEPTION@HSPM.COM

- NOD (non termination) you
can transfer.

- NOD (Termination) or Suspension
you cannot transfer.

MEMORANDUM

TO: All Chief Sector Stewards

FROM: Hinman Straub P.C.

RE: Article 8 Grievance Settlement/Reassignment Rights while Disciplinary Charges are Pending.

DATE: October 23, 2000

This is to advise you of a recent arbitration settlement between NYSCOPBA, the Governor's Office of Employee Relations (GOER) and the Department of Correctional Services (DOCS) which enhances the Article 8 disciplinary protections for members who are facing disciplinary charges which do not seek termination from employment. The settlement requires DOCS to honor inter-facility reassignment (transfer) requests of members even while non-termination notices of discipline are pending against them.

Since at least the late 1970's, DOCS has taken the position that it has the right to deny the reassignment of employees against where notices of discipline are pending. Such reassignments are normally made strictly by seniority and the order of the employee's request. DOCS' refusal to let employees facing discipline reassign often put additional pressure on these employees to settle cases, particularly if the member was anxious to transfer out of the facility where the charges arose. As you know, disciplinary cases can pend for many months before they are resolved in arbitration.

Earlier this year, DOCS refused to allow the reassignment of an officer who was facing a non-termination NOD, even though she was next up for reassignment. NYSCOPBA grieved the refusal, alleging that refusing to reassign this officer because charges were pending against her violated Article 8, by imposing punishment without an arbitrator's ruling.

DOCS argued that Council 82 had consented to this practice. Although DOCS never produced any written agreement signed by Council 82, the past practice was indisputable. DOCS asserted only that it would, in certain cases, allow reassignments in its "discretion." Under the new settlement agreement, which is attached, DOCS now *must* accord normal reassignment rights to all members facing non-termination disciplinary charges.

The settlement does not extend new protections to members facing *termination* charges. While there was a chance of winning this protection if we had arbitrated, we considered this a very risky strategy, particularly because of the long past practice favoring DOCS' position. Had we arbitrated, we felt there was a significant possibility that DOCS' position would be upheld and that we would be stuck with the current practice in all cases. Additionally, even if we had arbitrated and won as to termination cases, it would not help members who are suspended, since a suspended employee obviously cannot reassign to another facility. We were also concerned that even if we prevailed as to termination cases, in cases where DOCS really wanted to prevent a member from reassigning, it would simply suspend the employee.

This settlement adds new protections for members in the majority of disciplinary cases. Any further expansion of protections in this area will have to be accomplished through negotiations.

Please do not hesitate to contact us if you have any questions about this settlement. Thank you.

cc: NYSCOPBA Executive Officers
Vice Presidents
Business Agents
Jim Littlefoot
Don Premo

STATE OF NEW YORK
SECURITY SERVICES UNIT

In the Matter of

SEP 27 2000 STIPULATION OF
SETTLEMENT

NYSCOPBA (Williams; Queensboro class action;
Lincoln class action; Fulton class action; Edgecombe
class action; MidOrange class action; Otisville class
Action; and Arthur Kill class action),

Grievants,

STATE OF NEW YORK (DOCS - Bayview; Queensboro;
Lincoln; Fulton; Edgecomb; MidOrange; Otisville; and
Arthur Kill C.F.s)

Employer.

OER FILE NOS.

2000-01-2358, 2594
2595, 2596, 2597,
2704, 2705, & 2809

NYSCOPBA FILE NOS.

99-0720, 2000-305
2000-290, 2000-310
2000-274, 2000-379
2000-259, 2000-356

WHEREAS, the above-referenced grievances were timely filed and processed
through all of the pre-arbitration steps of the grievance procedure to arbitration; and,

WHEREAS, the parties have determined to avoid arbitration through the
settlement of these grievances; and

WHEREAS, no party to this proceeding is an infant or incompetent person for
whom a committee has appointed, and no person not a party to this proceeding has an interest in
its outcome; and

WHEREAS, each party to this proceeding was represented by counsel, had an
opportunity to discuss with counsel all of the terms of the settlement and entered into the
settlement willingly, without coercion or duress;

NOW, in full settlement of these grievances, and solely by way of compromise,
the parties agree as follows:

1. NYSCOPBA agrees to and hereby does withdraw each of these grievances, with prejudice.

2. The Department of Correctional Services agrees, effective immediately, that any member of the Security Services Unit against whom a disciplinary charge is pending or brought shall retain the same reassignment rights as members of the Security Services Unit against whom no disciplinary charges are pending, provided the disciplinary charge does not seek termination as the proposed penalty.


3. In the case of any member of the Security Services Unit against whom there is a pending disciplinary charge which seeks termination as a penalty, the current practice of suspending reassignment rights until the disciplinary charge is resolved shall continue. Nothing in this Settlement Agreement shall, however, deprive the Department of Correctional Services of its discretionary right to allow the reassignment of a member of the Security Services Unit despite the pendency of a Notice of Discipline which seeks termination as a penalty.

4. Nothing in this Settlement shall be deemed an admission of guilt or wrongdoing by either party.

5. The terms of this Settlement shall govern the reassignment rights of all members of the Security Services Unit employed by DOCS who have pending Notices of Discipline or who are brought up on Notices of Discipline in the future. Nothing in this Settlement shall, however, be deemed or used as an admission by either party concerning the proper interpretation of Article 8 of the collective bargaining agreement, nor shall this Settlement be used in any future arbitration between the parties as a precedent concerning the proper interpretation of Article 8.

6. This Settlement represents the full, final and complete resolution of these grievances. The parties shall take whatever steps are necessary to implement this settlement.

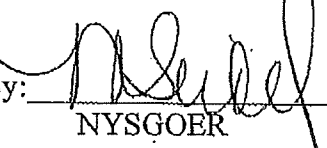
NYSCOPBA

By: 
Hinman Straub P.C.
Counsel for NYSCOPBA
Richard E. Casagrande
Of Counsel


DATED: 9/21/2000

STATE OF NEW YORK
(GOER AND DOCS)

By: _____
NYSGOER
Counsel for Respondent
Walter J. Pellegrini, Esq.
General Counsel for GOER

By: 
NYSGOER
Counsel for Respondent
Maureen Seidel, Esq.
General Counsel for GOER

DATED: 9/28/00


NYSDOCS
Peter B. Brown, Director
Bureau of Labor Relations

DATED: 9/28/00

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PREAMBLE

This Agreement entered into by the Executive Branch of the State of New York hereinafter referred to as the "Employer" and New York State Correctional Officers and Police Benevolent Association, Inc. (NYSCOPBA), hereinafter referred to as the "Union", on behalf of all employees in the bargaining unit in every agency where they may be employed, has as its purpose the promotion of harmonious employee relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of salaries, wages, hours of work and other terms and conditions of employment.

BILL OF RIGHTS

To insure that individual rights of employees in the Security Services Unit are not violated, the following shall represent the Employees' Bill of Rights:

- (A) An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.
- (B) An employee shall be entitled to Union representation at each stage of a disciplinary proceeding instituted pursuant to Article 8 of this Agreement.
- (C) No employee shall be requested to sign a statement of an admission of guilt to be used in a disciplinary proceeding under Article 8 without having Union representation.
- (D) No recording devices of any kind shall be used during any disciplinary proceedings except as provided for in Article 8, unless agreed to by all parties and each party receives a copy of the tape.
- (E) In all disciplinary hearing proceedings under Article 8, the burden of proof shall rest with the Employer.
- (F) An employee shall not be coerced or intimidated or suffer any reprisal either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this Agreement.
- (G) An employee shall be entitled to Union representation at an interrogation if it is contemplated that such employee will be served a notice of discipline pursuant to Article 8 of this Agreement. Such employee shall not be required to sign any statement arising out of such interrogation.
- (H) Except as provided below, any statements or admissions made by an employee during such an interrogation without the opportunity to have

Union representation may not be subsequently used in a disciplinary proceeding against that employee.

- (I) If representation is requested by the employee and if such representation is not provided by the Union within a reasonable period of time, the Employer may proceed with the interrogation.
- (J) The Employer shall not infringe upon the right of an employee to be accompanied by counsel as provided by Section 73 of the Civil Rights Law, when said employee is summoned to appear before any "hearing" or before any "agency", as such terms are defined in Section 73 of the Civil Rights Law.
- (K) Any employee who is subject to questioning by his/her Department's Inspector General's Office shall, whenever the nature of the investigation permits, be notified at least 24 hours prior to the interview. Such notification shall include facts sufficient to reasonably inform the employee of the particular nature of the investigation.
- (L) Any employee who was notified that there was an investigation pending against him or her by their Department's Inspector General's Office shall be notified by the Employer of the closure of the investigation within two weeks of the closure of such investigation related to such employee.
- (M) The Employer shall keep confidential all employee medical records.

ARTICLE 1
Term of Agreement

This Agreement shall be effective as of April 1, 2009, except as otherwise specified, and shall continue in full force and effect to and including March 31, 2016.

ARTICLE 2
Recognition

The Employer, pursuant to the certification of the Public Employment Relations Board, recognizes the Union as the sole and exclusive representative of those employees in the Security Services Unit for the purpose of collective negotiations concerning salaries, wages, hours of work and other terms and conditions of employment of employees serving in positions in the Security Services Unit. The term employee or employees shall include seasonal employees as contained in Appendix D of this Agreement.

ARTICLE 3

Nondiscrimination

3.1 The Employer and the Union agree that the provisions of this Agreement shall be applied equally to all employees in compliance with applicable law against discrimination as to age, race, creed, color, national origin, sex, disability, marital status and political affiliation. The parties further agree that the provisions of this Agreement shall be applied equally to all employees in compliance with Executive Order 33¹ as to sexual orientation. The parties reaffirm their commitment to all applicable military laws and the rights of former and present members of the Armed Forces of the United States.

3.2 All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

3.3 The Employer agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity permissible under the Taylor Law and this Agreement in an official capacity on behalf of the Union, or for any other cause.

3.4 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

¹ The relevant provision of Executive Order 33 states "...[I]t has been, and it remains, the policy of this State not to discriminate on the basis of sexual orientation in the provision of benefits or services and in the State's capacity as an employer..."

ARTICLE 4

Check-Off

4.1 The Employer agrees to grant exclusive rights of dues deduction to the Union and will deduct Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Union and the aggregate deductions together with a list of employees for whom deductions were made shall be remitted forthwith to the Union.

4.2 The Employer further agrees to grant to the Union exclusive payroll deduction of payments for employee benefit programs sponsored by the Union.

4.3 Employees may, at their individual option, participate by voluntary payroll deductions in the Individual Retirement Account (IRA) plan, provided through the Union, by a "financial organization" (as defined in State Finance Law §201.6) pursuant to the Economic Recovery Tax Act of 1981 (P.L. 97-34).

4.4 Employees may, at their individual option, participate in the New York State Deferred Compensation Plan subject to the law and rules governing the Plan.

ARTICLE 5

Union Rights

5.1 Bulletin Boards

(a) The Employer agrees to furnish and maintain suitable locking glass enclosed bulletin boards in convenient places in each working area to be used exclusively by the Union.

(b) The Union agrees to limit its postings of notices and bulletins to such bulletin boards.

(c) The Union agrees that it will not post material which may be profane, derogatory to any individual, or constitute election campaign material for or against any person, organization or faction thereof except that election material relating to internal Union elections may be posted on such bulletin boards. During the period in which the Union has the exclusive right to bulletin boards, no other employee organization, or affiliate thereof, except employee organizations which have been certified or recognized as the representative for collective negotiations of other State employees employed at such locations shall have the right to post material on State bulletin boards or distribute literature at work locations of Security Services Unit employees. All bulletins or notices shall be signed by the NYSCOPBA President, Chief Sector Steward or their designee.

(d) Any material which the Employer alleges to be in violation of this Agreement shall be promptly removed by the Union. The matter will then immediately be referred to Step 3 of the grievance procedure for resolution.

(e) In institutions or facilities which have repeated violations, the Director of the Governor's Office of Employee Relations may require advance approval of all future material which is to be posted.

5.2 Access to Employees and Meeting Space

(a) Department or agency heads may reach understandings with the Union for reasonable and appropriate arrangements whereby the Union may advise employees of the availability of the Union representatives for consultations during non-working hours concerning Union membership, services and programs.

(b) The Union representatives shall, on an exclusive basis for employees covered by this Agreement, have access to employees during working hours to explain the Union membership, services and programs under mutually developed arrangements with department heads wherein such access shall not interfere with work duties or work performance. Such consultations shall be no more than 15 minutes per employee per month, not to exceed an average of fifteen percent per month of the employees in the agency or institution.

(c) The departments or agencies shall provide meeting space to the Union upon written notice from the chief sector steward in buildings owned or leased by the State.

Meeting space shall be provided under the following circumstances:

- (1) suitable space is not reasonably available elsewhere in the area;
- (2) the Union agrees to reimburse the Employer for any additional expenses incurred by the Employer including furnishing janitorial services, and any other expense which would not have been incurred had the space not been available;

(3) a request for the use of such space is made in advance pursuant to the rules of the department or agency concerned;

(4) the purpose of the meeting is made known to and is approved by the Employer.

5.3 Employee Organization Leave

(a) The Union shall be provided collectively with a total of not more than 712 days of non-cumulative employee organization leave during each year of this Agreement to attend meetings for internal administrative functions and policy committees.

(b) The allocation of employee organization leave provided in paragraph 5.3(a) to individual employees shall be the sole prerogative of the Union and shall be allocated in units of not less than one day per instance per employee. Request for use of this leave shall solely be made by NYSCOPBA. As used in this Article, the phrase "one day" shall be defined as "one duty tour."

(c) There will be no change in the present method of approving applications for attendance at meetings of the Executive Assembly.

(d) Under special circumstances and upon advance request, additional employee organization leave for additional meetings may be granted by the Director of the Governor's Office of Employee Relations.

(e) For the purpose of entering into collective negotiations for a successor agreement to this Agreement, the Employer agrees to grant employee organization leave to a reasonable number of employees for the Union Negotiating Committee with the understanding that there shall be no more than one Union committee member from

any one facility or region eligible to receive such leave for this purpose, except that this restriction shall not apply to Chairs of Standing Committees. The Union shall provide the State with a list of names and work locations of all such committee members prior to the commencement of any such negotiations.

(f) Employee organization leave shall be release time without charge to leave credits accrued by individual employees. Such release time shall be granted subject to the provision that the resulting absence from work will not interfere with the proper conduct of governmental functions. Employee organization leave provided pursuant to paragraph 5.3(a) of this Article is not required to be granted unless the Union provides the Director of the Governor's Office of Employee Relations or his designee with 14 days advance notice of the purpose and date for which such leave is requested and the names and work stations of the employees for whom such leave is requested.

(g) The Director of the Governor's Office of Employee Relations or his designee shall send the Union a statement at the end of each quarter showing the total employee organization leave used to date in each Agreement year pursuant to paragraph 5.3(a) above. This statement shall be presumed correct unless the Union within 30 days of receipt of the statement advises the Director of the Governor's Office of Employee Relations or his designee of any claimed errors.

(h) Employee organization leave provided pursuant to this Article shall be in addition to that provided elsewhere in this Agreement for Union representation in processing of grievances and labor/management meetings.

(i) The Union shall supply (and keep current) to the Director of the Governor's Office of Employee Relations 30 days after the execution of this Agreement and

quarterly thereafter a list of Union officers, executive board members, grievance representatives, members of policy committees and other employees eligible for leave under this Agreement together with the official work stations, departments and agencies of such employees. All such leave shall be used only for appropriate purposes, consistent with past practice, and only as specifically requested by the Union and granted by the State.

(j) Travel time as used in this Article shall mean actual and necessary travel time not to exceed eight (8) hours each way.

5.4 Unchallenged Representation

The Employer and the Union agree pursuant to Section 208 of the Civil Service Law that the Union shall have unchallenged representation status for the maximum period permitted by law on the date of execution of this Agreement.

5.5 Agency Shop

Mandatory agency shop fee deductions shall be continued for the period required by law.

5.6 Membership Packets

The Employer agrees to provide each new employee in the Security Services Unit with a membership packet furnished by the Union within one workweek following his first day of work and to the extent possible on the first day of work. The materials which may be included in such packet shall be subject to the restrictions set forth in paragraphs 5.1(c) and 5.1(d) of this Article.

5.7 Union Leave

A permanent employee or employees nominated by the Union may be granted by the Employer a leave or leaves of absence with full salary from their regular position for the purpose of serving with the employee organization subject to the conditions of this paragraph. Each such leave, its term and renewal, shall be subject to the discretionary approval of the Director of the Governor's Office of Employee Relations. The Union shall periodically, as specified by the Director of the Governor's Office of Employee Relations, reimburse the State for the salary, wages and any other payments paid to each employee by the Employer during such leave of absence together with the cost of fringe benefits at the percentage of salary, wages as determined by the Comptroller. The Union shall purchase an insurance policy in the form and amount satisfactory to the Director of the Governor's Office of Employee Relations to protect the State in the event the State is held liable for any damages or suffers any loss by reason of any act or omission by such employee during the period of such leave of absence with full salary.

5.8 Exclusivity

The Employer will not meet or confer with any other employee organization or affiliate thereof with reference to terms and conditions of employment of employees. If such organizations request meetings, they will be advised by the Employer to transmit their requests concerning terms and conditions of employment to the Union and arrangements will be made by the Union to fulfill its obligation as a collective negotiating agent to represent these employees and groups of employees.

ARTICLE 6
Management Rights

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it.

ARTICLE 7

Grievance and Arbitration

7.1 Definitions

For the purposes of this Agreement, all disputes shall be subject to the grievance procedure as outlined below:

(a) A dispute concerning the application and/or interpretation of this Agreement is subject to all steps of the grievance procedure including arbitration, except those provisions which are specifically excluded.

(b) Any other dispute or grievance concerning a term or condition of employment which may arise between the parties or which may arise out of an action within the scope of authority of a department or agency head and which is not covered by this Agreement shall be processed up to and including the conference phase of the Alternate Dispute Resolution Process, and not beyond, except those issues for which there is a review procedure established by law or by or pursuant to rules or regulations filed with the Secretary of State.

(c) A claim of improper or unjust discipline against an employee shall be processed in accordance with Article 8 of this Agreement.

7.2 Procedure

The purpose of this Article is to provide a prompt, equitable, peaceful and efficient procedure to review and resolve grievances, and to further the purpose of this Agreement to promote harmonious employee relations. Both the Employer and the Union recognize the importance of, among other aspects of the procedure, the timely issuance of decisions to filed grievances and the responsible use of this procedure. Upon failure of the Employer to provide a decision within the time limits provided in this Article, the Union may appeal to the next step of the grievance procedure. The

grievance will not revert back to the previous step where it was originally untimely unless mutually agreed to by both parties.

Prior to initiating a formal written grievance pursuant to this Article, the employee or the Union is encouraged to resolve disputes subject to this Article informally by reviewing them with the appropriate immediate supervisor, local administration or agency or department.

(a) Grievances

Step 1. The employee and/or the Union shall present the grievance in writing to the facility head, institution head, divisional head or regional head within 20 days of the act or omission giving rise to the grievance or within 20 days of the date on which the employee first knew of such act or omission. The facility head, institution head, divisional head or regional head, shall each designate a regular representative, who shall meet with the Union and the grievant during the employee's regular work shift within ten days of receipt of the grievance and shall render a decision in writing within ten days from the day of such meeting.

Step 2. In the event that the grievance has not been satisfactorily resolved at Step 1, an appeal may be taken by the Union in writing to the department or agency head, as appropriate, within 15 days from receipt of the Step 1 decision. The written appeal shall contain a description of the relevant facts from which the grievance derives and specific references to all sections of the Agreement, if any, which the Union claims have been violated. In cases in which both parties agree that a meeting is necessary, the department or agency head, or designee, shall meet with the Union to review the grievance within ten days from receipt of the Step 2 written appeal and shall render a written decision which shall include a brief statement of the relevant facts on which the decision is based to the Union within ten days from the day of the Step 2 meeting. Upon receipt by the Employer of notice that no meeting will be held, a written decision will be issued within ten days of receipt of said notice. Communications concerning

appeals and decisions at this Step shall be made by personal service or by registered or certified mail.

Step 3. In the event that the grievance has not been satisfactorily resolved at Step 2, an appeal to the Director of the Governor's Office of Employee Relations may be taken by the Union in writing within 60 days from the day on which the Union received the Step 2 decision. Such appeal shall contain a copy of the Step 2 decision. All communications concerning appeals and decisions at this Step shall be made by personal service, registered or certified mail.

Every other week (on a designated day), representatives from the Union and the Governor's Office of Employee Relations will meet and review all grievances that have been appealed to the Step 3 level during the previous two week period. If warranted, an agency representative may be in attendance at these meetings. At these meetings, the grievance will be read, reviewed and tactically distributed for processing in one of the following ways:

1. Expedited Decision. For grievances with respect to which either side believes that the decision is going to be traditional, and involves issues which cannot be resolved by the grievance process, the Governor's Office of Employee Relations shall provide, within ten days, a written Step 3 response in the form of a brief answer.

2. On-site Review. If both representatives believe that a Step 3 hearing review is necessary, the parties will agree to schedule such a review on the next trip to the work location in question. Trips to regions or work locations will be scheduled in advance on a "circuit" basis to ensure that each work location can be visited at least once every four months, if necessary.

3. Safety Issues. Issues which are, in fact, safety and health concerns (not to include staffing issues) may be referred to an Agency Level Statewide Safety and Health Committee. A safety specialist from the employing agency and the Union can review the issues and determine if there may be methodologies available for resolution

of the issues. Resolutions will be reduced to writing. In the event the issues cannot be resolved, either party may refer them to the conference phase of the Alternate Dispute Resolution Process where applicable.

4. Hold Status. The grievance may be put on hold for two weeks so that either or both sides can gather more information or make local contacts. Those grievances placed in hold status will become the first to be discussed at the next meeting between representatives from the Union and the Governor's Office of Employee Relations.

Automatic Progression. If the Employer fails to meet with the Union on a timely basis or render a timely decision, the Union may treat the grievances as having been denied at the level at which the delay occurred and may then appeal the grievance to the next level.

(b) Alternate Dispute Resolution Process (ADR)

(1) In the event that the grievance has not been resolved satisfactorily at Step 3, a demand for arbitration may be brought only by the Union, through the President or his designee within 15 days from the day the Union receives the Step 3 decision by mailing or personally serving the demand to the Director of the Governor's Office of Employee Relations and simultaneously filing the demand with the master arbitrator. The demand will identify the Article(s) and subsections sought to be arbitrated, the names of the department or agency, and employee(s) involved, copies of the original grievance, appeals documents and the written decisions rendered at the lower steps.

(2) Resolution conferences and arbitrations under the ADR process shall be held before the master arbitrator appointed by agreement of the parties. The parties may review the appointment at any time, by mutual agreement.

(3) Resolution Conference

Within 30 days after the demand for arbitration, the parties shall meet with the master arbitrator who shall attempt to have the parties reach a settlement and narrow the issue(s) for hearing, including stipulating to facts, relevant documents and exhibits. The grievant may be permitted to participate in the conference by telephone.

(4) Expedited Arbitration

After the resolution conference, either party may require a hearing before the master arbitrator on an expedited basis. Grievance hearings shall, absent extraordinary circumstances, be limited to one day.¹ Both parties should be prepared to fully present their positions and any testimony on the day of the hearing. No briefs shall be submitted by either party.

(5) The parties agree to meet for a total of four days per month at a mutually agreed upon site in Albany to conduct the resolution conferences and/or expedited arbitrations.

(6) Where no hearing is held and the case is submitted on papers the parties may submit their positions in writing to the arbitrator on a mutually agreed upon date no later than thirty (30) days after the mailing of the papers to the arbitrator. Such written position papers may not exceed five double-spaced pages.

(7) The master arbitrator's decision and award is to be rendered within seven (7) days of the completion of the hearing and shall include only a finding or findings and remedy, as appropriate, on a form provided by the parties. The master arbitrator shall have the authority to issue bench decisions when appropriate.

(8) The decision or award of the master arbitrator shall be consistent with applicable law and the Agreement and final and binding upon the parties (NYSCOPBA and the State) with respect to the determination of the grievant's claims. Such decisions

¹ The parties shall prepare a recommended schedule for the conduct of a one-day hearing to be presented to the master arbitrator. Such schedule is to serve merely as a guide to assist in insuring that cases are ordinarily presented and concluded in one day.

are non-precedential and shall not be submitted in any other case unless the parties mutually agree otherwise.

(9) The parties may meet periodically to insure that in practice the ADR process is in keeping with their intent and to take what steps are necessary to conform such practice with their intent.

(c) Full Arbitration

(1) After the resolution conference, if the Employer and the Union mutually determine that an individual grievance warrants a decision that will be precedential for future matters, the parties may refer the matter to traditional arbitration. If the parties cannot agree as to whether the matter should be referred to full arbitration, the master arbitrator shall have the authority to make such determination as to whether full arbitration is warranted.

(2) The parties shall mutually select an arbitrator. If the parties are unable to agree, the matter will be referred to the Public Employment Relations Board for selection.

The arbitrator shall hold a hearing at a time and place convenient to the parties within 20 days of the acceptance to act as arbitrator. The arbitrator shall issue a written decision within 30 days after completion of the hearing. The arbitrator shall be bound by the rules of the American Arbitration Association which are applicable to labor relations arbitrations which are in effect at the time of arbitration. In the event a disagreement exists regarding arbitrability of an issue, the arbitrator shall make a preliminary determination whether the issue is arbitrable under the express terms of this Agreement. Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

(3) Miscellaneous Provisions

Neither the master arbitrator nor arbitrator shall have any power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the

issue presented and shall confine the decision solely to the application and interpretation of the Agreement.

All fees and expenses of the arbitration shall be divided equally between the parties except that each party shall bear the cost of preparing and presenting its own case. Cost for the cancellation of a hearing date shall be borne by the party seeking cancellation.

7.3 Representation

(a) The Employer shall recognize the following grievance representatives at each step of the grievance procedure and shall release such representatives from normal duties to process grievances and conduct necessary relevant investigations providing that such absence from work will not interfere with proper conduct of governmental functions: steward and chief sector steward.

On the Union's prior written request at least 48 hours in advance, the Employer will make every effort to reschedule shift assignments so that meetings fall during working hours of Union representatives.

The Union shall furnish the Employer with a list of all employee representatives, Union Vice Presidents and Union staff authorized to represent the Union in the grievance process pursuant to this Article 60 days from the date of execution of the Agreement.

(b) Statewide elected union officers and Union staff may be present at each step of the grievance procedure.

7.4 General Provisions

(a) As used in this Article, all references to days shall mean calendar days. All of the time limits contained in this Article may be extended by mutual agreement of the parties and shall be confirmed in writing.

(b) Grievances resolved at Step 1 shall not constitute a precedent for any other facility, institution, division, or region, or at Step 2 for any other agency unless a specific

agreement to that effect is made by the Director of the Governor's Office of Employee Relations and the President of the Union.

(c) The parties, GOER and NYSCOPBA, may mutually agree to waive Steps 1 and 2 of the grievance procedure. In order to better review grievances at the second step, the Employer will conduct review meetings. However, a meeting will not be held if there is mutual agreement that the file sufficiently clarifies the issue, that there is no new evidence to consider or the matter has been previously reviewed and/or resolved.

(d) Aggrieved employees, their Union representatives and necessary witnesses shall not suffer any loss of earnings, or be required to charge leave credits as a result of processing or investigating grievances during such employees' scheduled working hours. Reasonable and necessary time spent in processing and investigating grievances, including travel time, during such employees' scheduled working hours shall be considered as time worked provided, however, that when such activities extend beyond such employees' scheduled working hours, such time shall not be considered as time worked.

(e) Travel time, as used in paragraph 7.4(d) above, shall mean actual and necessary travel time, not to exceed eight hours each way.

(f) Grievances involving employees in more than one agency, upon agreement of the Director of the Governor's Office of Employee Relations and the President of the Union may be initiated at Step 3.

ARTICLE 8

Discipline

8.1 Exclusive Procedure

Discipline shall be imposed upon employees otherwise subject to the provisions of Sections 75 and 76 of the Civil Service Law only pursuant to this Article, and the procedure and remedies herein provided shall apply in lieu of the procedure and remedies prescribed by such sections of the Civil Service Law which shall not apply to employees.

8.2 Disciplinary Procedure

(a) Discipline shall be imposed only for just cause. Where the appointing authority or his designee seeks the imposition of a loss of leave credits or other privilege, written reprimand, fine, suspension without pay, reduction in grade, or dismissal from service, notice of such discipline shall be made in writing and served, in person, by courier, or by registered or certified mail upon the employee. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places, and if the Employer claims that the employee has been charged with a crime for the alleged acts, the notice of discipline must identify the specific section of the Penal Law or other statute which the Employer claims the employee has been charged with violating, if known by the Employer. The employee shall be provided with two copies of the notice which shall include the statement, "You are provided two copies in order that one may be given to your representative. Your Union representative is NYSCOPBA."

(b) The Union grievance representative at the appropriate level shall be sent a copy of the notice of discipline within 24 hours of the service of a notice of discipline

upon the employee. A copy of the notice of discipline will also be sent to the President of the Union.

(c) The penalty proposed may not be implemented until the employee (1) fails to file a disciplinary grievance within 14 days* of service of the notice of discipline, or (2) having filed a grievance, fails to file a timely appeal to disciplinary arbitration, or (3) having appealed to disciplinary arbitration, until and to the extent that it is upheld by the disciplinary arbitrator, or (4) until the matter is settled.

(d) The notice of discipline may be the subject of a disciplinary grievance which shall be served upon the department or agency head or his designee in person or by registered or certified mail within 14 days of the date of the notice of discipline by the employee or the Union. The employee or the Union shall be entitled to a meeting to present his position to the department or agency head or his designee within 14 days of the receipt of a disciplinary grievance, and upon consideration of such position, the department or agency head shall advise the Union of its response in writing by registered or certified mail within seven days of such meeting.

(e) If the disciplinary grievance is not settled or otherwise resolved, it may be appealed to disciplinary arbitration by the employee or the President of the Union (or his designee) within 14 days of the service of the department or agency head response. Notice of appeal to disciplinary arbitration shall be served, by personal service, registered or certified mail, with the Public Employment Relations Board, with a copy to the department or agency head, or his designee.

*Unless otherwise specified days as used in this Article shall mean calendar days.

(f) The Employer and the Union shall continue the procedure for the arbitration process which is now in existence as contained in the agreement with the Public Employment Relations Board dated December 28, 1979, and as amended hereinafter. Arbitration hearings may not be rescheduled without mutual consent of the parties.

(g) Either party wishing a transcript at a disciplinary arbitration hearing may provide for one at its expense and shall provide a copy to the arbitrator and the other party. Unless mutually agreed otherwise, transcripts must be requested prior to the first day of a disciplinary arbitration.

(h) Disciplinary arbitrators shall confine themselves to determinations of guilt or innocence and the appropriateness of proposed penalties, taking into account mitigating and extenuating circumstances. Disciplinary arbitrators shall neither add to, subtract from nor modify the provisions of this Agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty, or probable cause for suspension, pursuant to Section 8.4 of this Article, shall be final and binding upon the parties, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of the period of suspension. If the disciplinary arbitrator, upon review, finds probable cause for the suspension, he may consider such suspension in determining the penalty to be imposed.

(i) All fees and expenses of the arbitrator, if any, shall be divided equally between the Employer and the Union or between the Employer and the employee if such employee chooses not to be represented by the Union. Each party shall bear the costs of preparing and presenting its own case. The estimated arbitrator's fee and expenses and estimated expenses of the arbitration may be collected in advance of the hearing.

(j) In the event that any employee against whom disciplinary charges are brought by the Employer elects to be represented by any party other than the Union,

such employee shall be individually responsible for all expenses which are incurred in connection with such disciplinary proceeding. No employee can be represented in such a disciplinary proceeding by any officer, executive board member, delegate, representative or employee of any actual or claimed employee organization or affiliate thereof other than NYSCOPBA.

8.3 Settlement

A disciplinary grievance may be settled at any time following the service of a notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be offered a reasonable opportunity to have his attorney or a Union representative present before he is required to execute it. The Union grievance representative at the appropriate level shall be provided with a copy of any settlement within 24 hours of its execution.

8.4 Suspension Before Notice of Discipline

(a) Prior to issuing a notice of discipline or the exhaustion of the disciplinary grievance procedure provided for in this Article, an employee may be suspended without pay by his appointing authority only pursuant to paragraphs (1) or (2) below.

(1) The appointing authority or his designee may suspend without pay an employee when the appointing authority or his designee determines that there is probable cause that such employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with its operations. Such determination shall be reviewable by a disciplinary arbitrator. A notice of discipline shall be served no later than seven days following any such suspension. At the time of suspension, the appointing authority or his designee shall set forth in writing to the employee the specific reasons for the suspension.

(2) The appointing authority or his designee may with agency approval suspend without pay an employee charged with the commission of a crime. Such employee shall notify his appointing authority in writing of the disposition of any criminal

charge including a certified copy of such disposition within seven days thereof. Within 30 days following such suspension under this provision, or within seven days from receipt by the appointing authority of notice of disposition of the charge from the employee, whichever occurs first, a notice of discipline shall be served on such employee or the employee shall be reinstated with back pay. Nothing in this paragraph shall limit the right of the appointing authority or his designee to take disciplinary action during the pendency of criminal proceedings.

(3) Upon the ratification of this Agreement, in the event that an employee is suspended without pay, the employee will have the option to draw from previously accrued annual leave, personal leave, holiday leave and/or compensatory leave upon written notification to his/her supervisor.

(4) When an employee has been suspended without pay, the agency or department meeting may be waived by the employee or by the Union with the consent of the employee at the time of filing the disciplinary grievance. In the event of such waiver, the employee or the Union shall file the grievance form within the prescribed time limits for filing an agency level grievance directly with PERB. The case shall be given priority in assignment.

(5) An employee who is charged with the commission of a crime, suspended without pay and subsequently not found guilty and against whom no disciplinary action is taken for the incident in question, shall be reinstated with full back pay.

(6) During a period of suspension without pay pursuant to this section, the State shall continue to pay its share of the cost of the employee's health, dental and vision care coverage under Article 12 which was in effect on the day prior to the suspension provided that the suspended employee pay his or her share.

(b) A registered or certified letter notifying the President of the Union of any suspension under paragraph 8.4(a) above shall be sent within one day, excluding Saturdays, Sundays and holidays.

(c) **Back Pay Award**

Where an employee is awarded back pay, the amount to be reimbursed will be offset by unemployment insurance collected by the employee during the period that the back pay award covers. An award of back pay shall be deemed to include reimbursement of all other benefits including the accrual of leave credits and holiday leave.

8.5 Union Representation

An employee shall be entitled to be represented at a disciplinary grievance meeting or arbitration by a chief sector steward or designee. Such representatives shall not suffer any loss of earnings or be required to charge leave credits as a result of processing or investigating disciplinary grievances during such chief sector steward's or designee's scheduled working hours. Reasonable and necessary time spent in processing and investigating grievances, including travel time, during such chief sector steward's or designee's scheduled working hours shall be considered as time worked provided, however, that when such activities extend beyond such chief sector steward's or designee's scheduled working hours, such time shall not be considered as time worked. On the employee's prior written request at least 48 hours in advance, the Employer will make every effort to reschedule shift assignments so that meetings fall during working hours of Union representatives. Union staff may be present at disciplinary grievance meetings and arbitration proceedings.

8.6 Limitation

An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than nine months prior to the service of the

notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

8.7 Other Actions

Shift, pass day, job transfer or other reassignment or assignments to another institution or work station shall not be made for the purpose of imposing discipline provided, however, that nothing in this section shall bar any action otherwise taken pursuant to this Article. A claimed violation of this section will be processed as an Article 7 grievance.

8.8 Expedited Discipline Procedure

(a) This is to confirm the agreement between the parties to establish an Expedited Disciplinary Arbitration Procedure (Procedure) for the members of the Security Services Unit for the term of the Agreement as outlined in Article 1. Any cases already in the program at that time will continue. The Procedure shall commence for interest arbitration eligible employees 90 days after the ratification of the Agreement. The Procedure will commence for the remaining unit employees on January 1, 2013.

(b) As soon as possible after the effective date of this agreement, the parties shall select arbitrators to serve on the expedited arbitration panel. This Panel will be administered by the New York State Public Employment Relations Board or other mutually agreed upon administrator. The Panel shall be administered pursuant to criteria to be developed by the parties which shall include specific guidelines to the arbitrators on the authority to grant or deny extensions of time frames over the objection of a party to the dispute. The initial arbitrator selection will occur by rotation. If an arbitrator on the panel does not have an available hearing date within the time frames specified by this procedure, the next arbitrator on the panel with an available date will be selected in accordance with the criteria developed by the parties.

(c) All disciplinary grievances involving the suspension without pay of an employee pursuant to Article 8.4 may be submitted by the employee or the Union to expedited arbitration. The Department will not regularly nor unreasonably deny the submission to expedited arbitration. Except as expressly altered by this side agreement, the substantive and procedural provisions of Article 8 remain in effect.

(d) The time limits in Article 8.2(d) for filing a disciplinary grievance remain applicable under this procedure. The employee or the Union still must file a disciplinary grievance within 14 calendar days of the date of the notice of discipline, either by personal service or by registered or certified mail.

(e) Within 14 calendar days of the date the disciplinary grievance is mailed, or if personally served, the date of service, the Union, or the employee if not represented by the Union, may provide written notice to the department or agency head or designee that the grievance is submitted to the expedited arbitration procedure. This notice must be provided by personal service or by registered or certified mail, and is effective when served or mailed. In addition, a copy of this written notice shall simultaneously be provided to the administrator of the expedited arbitration panel. If the department or agency cannot accept the submission for expedited arbitration, the department or agency head or designee has 7 calendar days of receipt of the notice to inform the union, or employee if the employee is not represented by the Union, of the reasons that the matter cannot be accepted for expedited arbitration or to agree to extended timeframes that are mutually acceptable to the parties if the department or agency can accommodate such request to extend such timeframes.

(f) The department or agency head or designee shall, within 15 business days of receipt of the notice of expedited arbitration, provide to the employee's representative a list of witnesses the employer might call on its direct case at the hearing, copies of any written statements in the possession of the employer made by those witnesses, copies of any written statement in the employer's possession made by the grievant, copies of

any other documents the employer intends to introduce at the hearing. If the employer might introduce such documents at the hearing, the employer shall also provide a copy of the grievant's performance evaluations and copies of his or her prior disciplinary charges, awards or settlements. If the hearing is scheduled within 15 business days of the receipt of notice of expedited arbitration, the department or agency head or designees shall have one-half the number of days between the receipt of notice and the hearing date to provide the information. If this results in a number involving a part of a day the number shall be rounded up. After the information is provided, to the extent that the employer determines that additional witnesses will be called or that additional documents will be produced, the employer will provide this information to the employee's representative at least two business days before the hearing unless such witnesses or documents are not known at the time.

(g) Within 15 business days after receipt of the above information from the employer, but in any event no fewer than five calendar days prior to the date of the hearing, the employee or employee's representative will provide to the employer a list of potential witnesses the employee or employee's representative might call at the hearing, as well as copies of any documents that the employee or employee's representative intends to introduce at the hearing.

(h) The names of rebuttal witnesses shall be provided in advance of the hearing whenever possible. In the event that an additional hearing date is scheduled for the purpose of rebuttal, the names of rebuttal witness shall be exchanged at least 3 business days prior to the hearing.

(i) The arbitrator is expressly authorized to hear and determine any disputes arising out of the obligations of the parties to exchange the information and documents referenced in paragraphs 6, 7, and 8 above, and will be guided by the criteria provided by the parties in doing so. However, the arbitrator shall not have any authority to dismiss either party's case nor bar use of such information and documents for a failure

to comply with the time frames in those paragraphs but will have the authority to take other appropriate remedial action.

(j) The hearing under this procedure must be completed within 90 calendar days of the filing of the notice of expedited arbitration. The parties are encouraged to stipulate to any facts not in dispute. Closing arguments may be oral or written, but if written, must be submitted within five business days of the close of the hearing. The arbitrator shall make an award within 10 business days of the close of the hearing or receipt of closing arguments, where applicable.

(k) The parties may mutually agree to extend any of the time limits in this procedure. In the event that an agreement on a time extension cannot be reached, the arbitrator is expressly authorized to determine, based on criteria provided by the parties, whether to grant or deny the extension, and under what conditions, including whether to grant or deny a request to return an employee to the payroll or toll backpay to an employee for any period of delay caused by the requested extension.

(l) Business days are defined as Monday through Friday excluding all holidays referenced in Article 16.5 except Election Day and Lincoln's Birthday.

ARTICLE 9
Out-of-Title Work

9.1(a) No employee shall be employed under any title not appropriate to the duties to be performed and, except upon assignment by proper authority during the continuance of a temporary emergency situation, no person shall be assigned to perform the duties of any position unless he has been duly appointed, promoted, transferred or reinstated to such position in accordance with the provisions of the Civil Service Law, Rules and Regulations.

(b) The term "temporary emergency" as used in this Article shall mean an unscheduled or non-periodic situation or circumstance which is expected to be of limited duration and either (a) presents a clear and imminent danger to person or property, or (b) is likely to interfere with the conduct of the agency's or institution's statutory mandates or programs.

9.2(a) Grievances alleging violation of this Article shall be processed pursuant to Article 7, paragraph 7.1(b), and shall be filed utilizing an out-of-title grievance form.

(b) If appealed to Step 3, the Director of the Governor's Office of Employee Relations shall seek an opinion from the Director of Classification and Compensation concerning whether or not the assigned duties which are the subject of the grievance are substantially different from those appropriate to the title to which the employee is certified. The Union shall be given the opportunity to present to the Director of Classification and Compensation, a written brief of the facts surrounding the grievance. The Director of Classification and Compensation shall, within 60 calendar days of the

filing of the appeal, forward his opinion to the Director of the Governor's Office of Employee Relations, and the Union, for implementation.

(c) If it is the opinion of the Director of Classification and Compensation that the assigned duties which are the subject of the grievance are substantially different from those appropriate to the title to which the employee is certified, the Director of the Governor's Office of Employee Relations, or his designee, shall direct the appointing authority forthwith to discontinue such assigned duties.

(1) If such substantially different duties are found to be appropriate to a lower salary grade or to the same salary grade as that held by the affected employee, no monetary award may be issued.

(2) If, however, such substantially different duties are found to be appropriate to a higher salary grade than that held by the affected employee, the Director of the Governor's Office of Employee Relations shall issue an award of monetary relief. The amount of monetary relief shall be the difference between what the affected employee was earning at the time he performed such duties and what he would have earned at that time in the entry level of the higher salary grade title, but in no event shall such monetary award be retroactive to a date earlier than 15 calendar days prior to the date the grievance was filed in accordance with this Agreement.

ARTICLE 10

Review of Personal History Folder

10.1 For the purposes of this Article, there shall be one official personal history folder maintained for an employee. An employee shall, within five working days of a written request to his department, agency or institution, have an opportunity to review his official personal history folder in the presence of a local Union representative (if requested by the employee) and an appropriate official of the department, agency or institution. Such right shall not be abused. The employee shall be allowed to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse.

10.2 The official personal history folder shall contain all memoranda or documents relating to such employee which contain criticism, commendation, appraisal or rating of such employee's performance on his job. Copies of such memoranda or documents shall be sent to such employee simultaneously with their being placed in his official personal history folder.

10.3 An employee may, at any time, request and be provided copies of all documents and notations in his official personal history folder of which he has not previously been given copies. If such file is maintained at a location other than the region or facility in which the employee works, it shall be forwarded to the employee's region or facility for requested review by the employee.

10.4 With the exception of disciplinary actions or annual work performance ratings, any material in the official personal history folder of an adverse nature, over one (1) year old may, upon the employee's written request, be removed from the official personal history folder by mutual agreement of the employee and the appropriate agency representative. This does not preclude the earlier removal of such material.

10.5 Upon an employee's written request, a counseling memorandum over three years old shall be removed from the official personal history folder, provided that the employee has received no additional counseling memoranda or notice of discipline during that period. Any reference to such counseling memorandum appropriately removed shall not be contained in the official personal history folder.

10.6 Counseling of employees shall be carried out pursuant to Appendix C and grievances regarding the application of said Appendix shall be processed pursuant to Article 7, paragraph 7.1(b).

10.7 Documents which have been removed from the official personal history folder pursuant to Section 10.4 or 10.5 shall not be admitted as evidence in a subsequent disciplinary arbitration for that employee.

10.8 Except as specifically prohibited by law and requests related to official State purposes or government investigations, an employee shall be notified of requests for access to the employee's personal history folder. For the purpose of this Article, a lawsuit against an employee or the State shall not be deemed an official State purpose. Said notification shall be at least 72 hours prior to the requested access provided, however, a validly issued subpoena may still be satisfied by the Employer. Notwithstanding anything to the contrary, the Employer may respond to a matter in pending litigation without giving an employee 72 hours notice where the matter necessitates an immediate response. Under those circumstances notice to the employee will be given as quickly as possible. Release of employment and income information in connection with employee credit applications need not be reported to the employee.

ARTICLE 11

Compensation

Certain terms in this Article apply only to employees who are ineligible for Interest Arbitration pursuant to Civil Service Law Section 209(4) on the date of the execution of this Agreement as indicated by the phrase (Interest Arbitration ineligible employees). Other terms apply only to employees eligible for Interest Arbitration pursuant to Civil Service Law 209(4) on the date of execution of this Agreement as indicated by the phrase (Interest Arbitration eligible employees). Where neither phrase is used, the terms of the article apply to all eligible unit employees.

11.1 Legislation

The Employer shall prepare, secure introduction and recommend passage by the Legislature of appropriate legislation in order to provide the benefits described in this Article.

11.2A General Salary Increase

(a) Salary Increase for Fiscal Year 2009-10

Effective April 1, 2009, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2009, will be increased by 3 percent.*

(b) Salary Increase for Fiscal Year 2010-11

Effective April 1, 2010, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2010, will be increased by 4 percent.*

(c) Salary Increase for Fiscal Year 2014-15

Effective April 1, 2014, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2014, will be increased by 2 percent.*

(d) Salary Increase for Fiscal Year 2015-16

Effective April 1, 2015, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2015, will be increased by 2 percent.*

(e) Other Than Annual Salary Employees

The above provisions shall apply on a prorated basis to employees paid on an hourly or per diem basis or on any basis other than at an annual salary rate or to an employee serving on a part-time basis.

11.2B Retention Payment

Employees who are active as of the date of ratification of the contract and who remain in continuous service, as defined by paragraph (c) of subdivision 3 of section 130 of the Civil Service Law, through the date of the first payment in fiscal year 2013-2014, shall be eligible for a \$1000 retention payment payable as follows:

- \$775 lump sum cash payment payable in the first pay period of fiscal year 2013-2014
- \$225 lump sum cash payment payable in the first pay period of fiscal year 2014-2015

11.3 Advancement within a Salary Grade

(a) An employee whose salary is below the job rate is eligible to be considered for a performance advancement payment. Such employee is eligible to receive a performance advancement payment effective April 1* provided the employee had 100 workdays of actual service in grade during the preceding fiscal year. An employee may not exceed the job rate as a result of adding the performance advancement payment.

(b) Employees will advance to the job rate of the salary grade based on periodic evaluations of work performance. These evaluations will be conducted at least annually.

(c) Employees are to be advanced in salary annually based on a performance evaluation of "needs improvement" or better in an amount equivalent to the dollar difference between two consecutive advancement rates. This amount of money is hereafter called the performance advancement payment and is added to basic annual salary.

(d) A performance advancement payment shall be withheld from an employee who is evaluated "unsatisfactory." An individual employee may not be assigned an "unsatisfactory" rating more than twice in a row for the purpose of withholding a performance advancement payment in the employee's current salary grade.

11.4 Promotions

Employees who are promoted, or appointed to a higher salary grade will be paid at the hiring rate of the higher grade or will receive a percentage increase in base pay determined as indicated below, whichever results in a higher salary.

<u>For a Promotion of</u>	<u>An Increase of</u>
1 Grade	3.0%
2 Grades	4.5%

3 Grades	6.0%
4 Grades	7.5%
5 Grades	9.0%

An employee who is promoted or appointed to a higher salary grade and whose resulting salary is between the hiring rate and the job rate of the grade shall be advanced as described above.

11.5 Movement to a Lower Salary Grade

(a) Permanent employees whose positions are reclassified or reallocated to a lower salary grade will not be reduced in salary.

(b) Employees, except those covered above, who move to a lower salary grade will be placed at a rate in the lower grade which corresponds to their combined performance advancement in both the higher and the lower salary grades.

(c) Employees who move to a lower salary grade and whose salary is below the job rate will be eligible for performance advancements to the job rate as described above.

11.6 Longevity Payments

(a) Longevity payments as set out in the salary schedule in Appendix A-1 (Interest Arbitration ineligible employees) and Appendix A-2 (Interest Arbitration eligible employees) will be provided to eligible employees upon completion of 10, 15, 20 and 25 years of continuous service. Continuous service shall mean time in a title or combination of titles which have existed and/or presently exist in the Security Services Unit, Agency Police Services Unit or Security Supervisors Unit. Such payment will be added to base pay effective on the payroll period which next begins following the actual completion of 10, 15, 20 and 25 years of continuous service.

(b) In no event may an employee's basic annual salary exceed the longevity maximum of the salary grade as the result of the longevity payment or adjustment.

(c) Employees whose basic annual salary after the application of the general increase and implementation of the new salary schedule is above the job rate will be considered to have received longevity payments in the amount by which their basic annual salary exceeds the job rate for their grade.

(d) Such longevity payments will be added to and considered part of base pay for all purposes except for determining an employee's change in salary upon movement to a different salary grade and his potential for movement to the job rate of the new grade, after which determination the appropriate longevity payments will be restored.

(e) The longevity amount for all employees will be adjusted to reflect the longevity payments which are appropriate to their current salary grade.

11.7 Locational Compensation and Inconvenience Pay

(a) Location Adjustment

(1) Interest Arbitration Ineligible employees. Eligible employees in New York City, Nassau, Rockland, Suffolk and Westchester Counties will receive a Downstate Adjustment in addition to their basic annual salary. Eligible employees in Orange, Dutchess, and Putnam Counties will receive a Mid-Hudson Adjustment in addition to their basic annual salary.

The Downstate Adjustment and the Mid-Hudson Adjustment will be as follows:

	Downstate Adjustment	Mid-Hudson Adjustment
April 1, 2009*	\$1591	\$849
April 1, 2010*	\$1655	\$883

April 1, 2011*	\$1655	\$883
April 1, 2012*	\$1655	\$883
April 1, 2013*	\$1655	\$883
April 1, 2014*	\$1688	\$901
April 1, 2015*	\$1722	\$919

(2) Interest Arbitration eligible employees. Eligible employees in New York City, Nassau, Rockland, Suffolk and Westchester Counties will receive a Downstate Adjustment in addition to their basic annual salary. Eligible employees in Orange, Dutchess, and Putnam Counties will receive a Mid-Hudson Adjustment in addition to their basic annual salary.

The Downstate Adjustment and the Mid-Hudson Adjustment will be as follows:

	Orange, Putnam Dutchess	NYC, Rockland, Nassau, Suffolk Westchester
April 1, 2009*	\$1231	\$3306
April 1, 2010*	\$1280	\$3438
April 1, 2011*	\$1280	\$3438
April 1, 2012*	\$1280	\$3438
April 1, 2013*	\$1280	\$3438
April 1, 2014*	\$1280	\$3438
April 1, 2015*	\$1280	\$3438

(3) Employees in Monroe County receiving \$200 location pay on March 31, 1985 will continue to receive it throughout the Agreement only as long as they are otherwise eligible.

(b) Inconvenience pay

(1) Effective April 1, 2009, for Interest Arbitration ineligible employees of this unit who are full-time annual salaried employees, the present inconvenience pay program shall be increased to \$602 per year to employees who work four (4) hours or more

between 6:00 p.m. and 6:00 a.m., except on an overtime basis, and will be continued as provided in Chapter 333 of the Laws of 1969 as amended. Effective April 1, 2010, that amount shall be increased to \$626.

(2) (i) Effective April 1, 2009, Interest Arbitration eligible employees in this unit who are full-time annual salaried employees and who are assigned to work the night shift, as defined by the facility, shall receive \$927 per year for work on such shift. Effective April 1, 2010 that amount shall be increased to \$964. Effective April 1, 2014 that amount shall be increased to \$983. Effective April 1, 2015 that amount shall be increased to \$1003.

(ii) Effective April 1, 2009, Interest Arbitration eligible employees in this unit who are full-time annual salaried employees and who are assigned to work the evening shift, as defined by the facility, shall receive \$1854 per year for work on such shift. Effective April 1, 2010 that amount shall be increased to \$1928. Effective April 1, 2014 that amount shall be increased to \$1966. Effective April 1, 2015 that amount shall be increased to \$2006.

11.8 Pre-Shift Briefings

(a) For Interest Arbitration ineligible employees only, in recognition of the fact that employees, as is the present practice, are generally required to assemble for briefing for 15 minutes prior to the commencement of their tours of duty, each employee shall be paid at least \$1,560 per year as overtime (prorated based on length of paid service in each fiscal year) or pursuant to the Budget Director's Rules and Regulations for overtime compensation, whichever is greater. Such payment 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 assemble for briefing or

lineup 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.

(b) For Interest Arbitration eligible employees only, effective April 1, 2010, all members of this unit who are employed by the state department of corrections and community supervision and are designated as peace officers pursuant to subdivision twenty-five of section 2.10 of the criminal procedure law, are full time annual salaried employees, shall be paid at least \$2,080 per year as overtime (prorated based on length of paid service in each fiscal year) or pursuant to the Budget Director's Rules and Regulations for overtime compensation, whichever is greater. Such payment shall be in lieu of all other payments and compensation for that time worked.

11.9 Security and Law Enforcement Differential (Interest Arbitration ineligible employees)

The Employer shall provide a security and law enforcement differential to full-time annual salaried employees in recognition of their enhanced security and law enforcement responsibilities inherent in the positions covered by this Agreement. Such payment shall be \$682 for the period beginning 4/1/09, and increased to \$709 per year beginning 4/1/10. Effective 3/31/2011, the security and law enforcement differential shall be increased to \$1000, rolled into base and eliminated as a separate payment. .

11.10 Facility Security Pay (Interest Arbitration ineligible employees)

The employer shall continue to provide Facility Security pay in the amount of \$530 per year until 3/31/2011. Such amount shall be increased to \$750 on 3/31/2011. Such payments shall not be added to base salary but shall be made biweekly.

11.11 Expanded Duty Pay (Interest Arbitration eligible employees)

Effective April 1, 2009, all members of this unit who are employed by the state department of corrections and community supervision and are designated as peace officers to subdivision twenty-five of section 2.10 of the criminal procedure law, shall continue to be paid an expanded duty payment in the amount of \$1500 per year. This amount shall be increased to \$2600 effective March 31, 2011. These payments will be equally divided over the 26 payroll periods in that fiscal year and shall count as compensation for overtime and retirement purposes.

11.12 Retroactive wage payments

Wage payments shall be retroactive as indicated in this agreement. All retroactive wage payments shall be reduced by the amount of the adjustment of health insurance premium share retroactive to October 1, 2011 and the value of 9 days of deficit reduction leave, or the amount credited to an employee. The 9 days of deficit reduction leave shall reflect five days of deficit reduction leave for fiscal year 2011-2012 and four days of deficit reduction leave for fiscal year 2012-2013. Reductions in retroactive wages will be computed on an individual employee basis. If there are insufficient retroactive wages to pay for all Deficit Reduction Leave days, regular bi-weekly paychecks will be reduced by the value of the Deficit Reduction Leave days, in equivalent amounts, over the pay periods then remaining through March 31, 2013. For those employees with insufficient retro pay to cover retroactive health insurance premium, in accordance with the Department of Civil Service administrative procedures, \$100 will be deducted from employee paychecks until the full retroactive premium is paid.

*Such increases shall become effective the payroll period nearest to the stated date, as provided in New York State Finance Law Section 44(8).

ARTICLE 12

Health, Dental and Prescription Drug Insurance

12.1 The State shall continue to provide all the forms and extent of coverage as defined by the contracts and Interest Arbitration Awards in force on March 31, 2009 with the State health and dental insurance carriers unless specifically modified or replaced pursuant to this Agreement.

Eligibility

12.2(a)(1) A permanent full-time employee who loses employment as a result of the abolition of a position shall continue to be covered under the State Health Insurance Plan for one year following such layoff or until re-employment by the State or employment by another employer, in a benefits eligible position, whichever occurs first. The premium contribution required of preferred list eligibles for such continuation shall be the same as the premium contribution required of an active employee.

12.2(a)(2) Covered dependents of employees who are activated for military duty as a result of an action declared by the President of the United States or Congress shall continue health insurance coverage with no employee contribution for a period not to exceed 12 months from the date of activation, less any period the employee remains in full pay status. Contribution free health insurance coverage will end at such time as the employee's active duty is terminated, 12 months have expired, or the employee returns to State employment whichever occurs first.

12.2(a)(3) Covered dependent students shall be provided with a three month extended benefit period upon graduation from a qualified course of study. Effective April 1, 2010 covered dependent students shall be provided with a 3-month extended benefit period upon completion of each semester as a covered full-time student (or equivalent). The benefit extension will begin on the first day of the month in which dependent student coverage would otherwise end and will last for three months or until such time as eligibility would otherwise be lost under existing plan rules. Effective January 1, 2012, pursuant to the 2010 Federal Patient Protection and Affordable Care Act, dependents up to age 26 shall be eligible for health insurance, including prescription drug benefits.

12.2(a)(4) Domestic Partners who meet the definition of a partner and can provide acceptable proofs of financial interdependence, as outlined in the Affidavit of Domestic Partnership and Affidavit of Financial Interdependency shall continue to be eligible for health care coverage.

12.2(a)(5) Effective April 1, 2010 a permanent full-time employee who is removed from the payroll due to an assault as described in Article 14.9 and is granted Workers' Compensation for up to 24 months shall remain covered under the State Health Insurance Plan for the same duration and will be responsible for the employee share of premium.

Benefits Management Program

12.3(a)(1) Pre-certification will be required for all elective inpatient confinements and prior to certain specified medical procedures to provide an opportunity for a review

of diagnostic procedures for appropriateness of setting and effectiveness of treatment alternatives.

12.3 (a)(2) Pre-certification will be required prior to maternity admissions in order to highlight appropriate prenatal services and reduce costly and traumatic birthing complications.

12.3 (a)(3) A call to the Benefits Management Program will be required within 48 hours of admission for all emergency or urgent admissions to permit early identification of potential "case management" situations.

12.3 (a)(4) Precertification will be required prior to an admission to a Skilled Nursing Facility (SNF).

12.3 (a)(5) The hospital deductible amount imposed for non-compliance with pre-certification requirements will be \$200. This deductible will be fully waived in instances where the medical record indicates that the patient was unable to make the call. In instances of non-compliance, a retroactive review of the necessity of services received shall be performed.

12.3 (a)(6) Any day deemed inappropriate for an inpatient setting and/or not medically necessary after exhausting the internal and external appeal processes will be excluded from coverage under the Empire Plan.

12.3 (a)(7) The Prospective Procedure Review Program (PPR) will screen for the medical necessity of certain listed diagnostic procedures which, based on Empire Plan experience, have been identified as potentially unnecessary or over-utilized.

12.3 (a)(8) The Empire Plan Benefits Management Program Prospective Procedure Review requirement will include Magnetic Resonance Imaging (MRI). The list of procedures will undergo annual evaluation by the Medical Carrier. Effective April 1, 2010 a more managed approach to radiological procedures will be implemented.

- The Medical Component Insurer will improve the effectiveness of the benefit by re-enforcing credentialing requirements and "best practices" with Radiologists and other providers involved in providing radiological services to Empire Plan enrollees.

- The current Prospective Procedure Review notification requirement for MRIs will expand to include CAT and PET scans, nuclear medicine and MRAs performed at the outpatient department of a hospital, a participating provider office or a free-standing facility.

- * Enrollees will be required to call the Benefits Management Program for Pre-certification when a listed procedure is recommended. Enrollees will be requested to call two weeks before the date of the procedure.
- * Current co-insurance levels will apply for failure to comply with the requirements of the Prospective Procedure Review Program.

12.4(a)(1) The copayment for emergency room services is \$60. Effective October 1, 2012, the copayment for emergency room services will increase to \$70. Outpatient services covered by the hospital contract are subject to a \$35 copayment per outpatient visit.

Effective October 1, 2012, outpatient services covered under the hospital contract will be subject to a \$40 copayment per outpatient visit.

The Emergency room and hospital outpatient copayment will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting, and for the following covered chronic care outpatient services: chemotherapy, radiation therapy, and hemodialysis. Effective October 1, 2012, hospital outpatient surgery will be subject to a \$60 copayment.

12.4(a)(2) Coverage for services provided in the outpatient department of a hospital include services provided in a remote location of the hospital (hospital owned and operated extension clinics). Emergency care provided in such remote location of the hospital is subject to the \$60 emergency room copayment. Effective October 1, 2012, the emergency room copayment will increase to \$70. Outpatient services provided in such remote location of the hospital are subject to the \$35 outpatient hospital copayment. Effective October 1, 2012, the outpatient hospital copayment in such remote location will increase to \$40 and the outpatient surgery copayment will increase to \$60. These copayments will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting.

12.4(a)(3) The copayment for all pre-admission testing/pre-surgical testing prior to an inpatient admission will be waived.

12.4(a)(4) The Hospital component (inpatient and outpatient services) of the Empire Plan is as follows:

- The Hospital carrier will establish a network of hospitals (acute care general hospitals, skilled nursing facilities and hospices) throughout the United States.

- Any hospital that does not enter into a participating agreement with the hospital carrier will be considered to be a non-network facility.
- Covered inpatient services received at a network hospital will be paid-in-full. Covered outpatient services (outpatient lab, x-ray, etc. and emergency room) received at a network hospital will be subject to the appropriate copayment.
- Covered inpatient services received at a non-network hospital will be reimbursed at 90 percent of charges. There will be a separate \$1500 annual Hospital coinsurance maximum per enrollee, enrolled spouse/domestic partner and all dependent children combined established for non-network hospital out-of-pocket expenses.
- The \$1500 Hospital coinsurance maximum is for non-network hospital expenses only and cannot be combined with any coinsurance maximums for other Empire Plan components. Effective January 1, 2012, the \$1500 hospital coinsurance maximum for non-network hospital expenses will be combined with coinsurance maximums for other Empire Plan components.
- Covered outpatient services received at a non-network hospital will be reimbursed at 90 percent of charges or a \$75 copayment whichever is greater. The non-network outpatient coinsurance will be applied toward the \$1500 annual coinsurance maximum.
- Once the enrollee, enrolled spouse/domestic partner or all dependent children combined have incurred \$500 in non-network expenses, a claim may be filed with the medical carrier for reimbursement of out-of-pocket non-network expenses incurred above the \$500 and up to the balance of the coinsurance

maximum. Effective January 1, 2010 the maximum \$1000 reimbursement under the Basic Medical Program will be reduced to \$500. Effective October 1, 2012, the \$500 reimbursement under the Basic Medical Program will be eliminated.

- Services received at a non-network hospital will be reimbursed at the network level of benefits under the following situations:
 - Emergency outpatient/inpatient treatment;
 - Inpatient/outpatient treatment only offered by a non-network hospital; and
 - Inpatient/outpatient treatment in geographic areas where access to a network hospital exceeds 30 miles or does not exist.
 - Care received outside of the US
- Anesthesiology, pathology and radiology services received at a network hospital will be paid-in-full less any appropriate copayment even if the provider is not participating in the Empire Plan participating provider network under the medical component.

Medical Services

12.5 The Empire Plan shall include medical/surgical coverage through use of participating providers who will accept the Plan's schedule of allowances as payment in full for covered services. Except as noted below, benefits will be paid directly to the provider at 100 percent of the Plan's schedule not subject to deductible or coinsurance.

12.5(a)(1) Office visit charges by participating providers are subject to an \$18 copayment per covered individual. Effective April 1, 2010 the copayment for participating provider office visits will increase to \$20.

Covered surgical procedures rendered by participating providers are subject to an \$18 copayment. Effective April 1, 2010 the copayment for participating provider office surgery will increase to \$20.

12.5 (a)(2) All covered radiology services rendered by participating providers are subject to an \$18 copayment per covered individual. Effective April 1, 2010 the copayment for participating provider radiology services will increase to \$20.

All covered outpatient laboratory services rendered by participating providers are subject to an \$18 copayment per covered individual. Effective April 1, 2010 the copayment for participating provider laboratory services will increase to \$20. All covered services provided at a participating ambulatory surgical center are subject to a \$30 copayment by the enrollee. All anesthesiology, radiology and laboratory tests performed on-site on the day of surgery shall be included in this single copayment.

The office visit, office surgery, outpatient radiology and laboratory copayment amounts may be applied against the basic medical coinsurance maximum, however, they will not be considered covered expenses for basic medical payment.

12.5 (a)(3) Effective October 1, 2012, the Empire Plan medical carrier will implement a Guaranteed Access Program for primary care physicians and core provider specialties. Under the Guaranteed Access Program, if there are no participating providers available within the access standards, enrollees will receive paid-in-full benefits (less any appropriate copayment).

12.5(b) The State shall require the insurance carriers to continue to actively seek new participating providers in regions that are deficient in the number of participating providers, as determined by the Joint Committee on Health and Dental Benefits.

12.5(c) The Empire Plan participating provider schedule of allowances and the basic medical reasonable and customary levels will be no less than the levels in effect on March 31, 1995.

12.5(d) Covered charges for medically appropriate local professional ambulance transportation will be a covered major medical expense subject only to a \$35 copayment. Volunteer ambulance transportation will continue to be reimbursed for donations at the current rate of \$50 for under 50 miles and \$75 for 50 miles or over. These amounts are not subject to deductible or coinsurance.

12.5(e) The basic medical component deductible shall be \$271 per enrollee; \$271 per enrolled spouse; and \$271 per all dependent children combined plus an annual percentage increase effective January 1, 2003, and thereafter on each successive January 1, in an amount equal to the percentage increases in the medical care component of the CPI for Urban Wage Earners and Clerical Workers, All Cities (CPI-W) for the period July 1 through June 30 of the preceding year. Effective October 1, 2012, the Basic Medical component annual deductible shall be \$1,000 per enrollee, \$1,000 per enrolled spouse/domestic partner, and \$1,000 per all dependent children combined. Effective October 1, 2012, the Basic Medical component annual deductible for employees in a title Salary Grade 6 or below, or an employee equated to a position title Salary Grade 6 or below, shall be \$500 per enrollee, \$500 per enrolled spouse/domestic partner, and \$500 per all dependent children combined. Effective October 1, 2012,

covered expenses for basic medical services, mental health and/or substance abuse treatments and home care advocacy services will be included in determining the basic medical component deductible. Covered expenses for physical medicine services are excluded in determining the basic medical component deductible.

12.5(f) The basic medical component shall pay 80 percent reimbursement of reasonable and customary charges for covered expenses in a calendar year until the coinsurance maximum is reached, then 100 percent of reasonable and customary covered expenses as described below. Effective January 1, 2010 the maximum annual co-insurance out-of-pocket expense under the basic medical component will be \$800 per enrollee; \$800 per enrolled spouse or domestic partner; and \$800 for all dependent children combined.

Effective January 1, 2011 and on each successive January 1, the maximum annual coinsurance out-of-pocket expense will increase by a percentage amount equal to the percentage increase in the medical care component of the CPI for Urban Wage Earners and Clerical Workers, All Cities (CPI-W) for the period July 1 through June 30 of the preceding year. Effective October 1, 2012, the combined annual coinsurance maximum will increase to \$3,000 per enrollee, \$3,000 for the enrolled spouse/domestic partner, and \$3,000 for all dependent children combined. Effective October 1, 2012, for employees in a title Salary Grade 6 or below, or an employee equated to a title position Salary Grade 6 or below, the combined annual coinsurance maximum shall be \$1,500 per enrollee, \$1,500 per enrolled spouse/domestic partner, and \$1,500 per all dependent children combined.

Covered expenses for home care advocacy services and physical medicine services are excluded in determining the maximum annual coinsurance limit.

12.5 (g) Effective October 1, 2011, covered preventive care services, as defined in the 2010 Federal Patient Protection and Affordable Care Act, shall be paid-in-full (not subject to copayment) when received from a participating provider.

12.5 (h) Effective October 1, 2012, licensed and certified nurse practitioners and convenience care clinics will be available as participating providers in the Empire Plan subject to the applicable participating provider copayment.

12.6 NYSCOPBA Empire Plan Enhancements

In addition to the basic Empire Plan benefits, the Empire Plan for NYSCOPBA enrollees shall include:

(a) The State agrees to continue to provide alternative Health Maintenance Organization (HMO) coverage.

(b) The annual and lifetime maximum for each covered person under the basic medical component shall be unlimited.

(c) Routine pediatric care including all preventive pediatric immunizations, both oral and injectable, shall be considered a covered medical expense under the participating provider component and the basic medical component. Influenza vaccine will be on the list of pediatric immunizations, subject to appropriate protocols, under the participating provider and basic medical components of the Empire Plan.

(d) The newborn care allowance under the basic medical component shall not be subject to deductible or coinsurance.

(e) The Pre-Tax Contribution Program will continue unless modified or exempted by the Federal Tax Code.

(f) An employee retiring from State service may delay commencement or suspend his/her retiree health coverage and the use of the employee's sick leave conversion credits, provided that the employee applies for the delay or suspension, and furnishes proof of continued coverage under the health care plan of the employee's spouse, or from post-retirement employment. The surviving spouse of a retiree who dies while under a delay or suspension may transfer back to the State Health Insurance Plan on the first of any month coinciding with or following the retiree's death.

For Interest Arbitration eligible employees only, retirements occurring on and after October 1, 2012, the actuarial table used to calculate the employees sick leave credit toward health insurance in retirement shall be the life expectancy tables for corrections officers.

(g) Office visit charges by participating providers for well childcare will be excluded from the office visit copayment.

(h) Charges by participating providers for professional services for allergen immunotherapy in the prescribing physician's office or institution and chronic care services for chemotherapy, radiation therapy, or hemodialysis will be excluded from the office visit copayment.

(i) In the event that there is both an office visit charge and office surgery charge by a participating provider in any single visit, the covered individual will be subject to a single copayment.

(j) Outpatient radiology services and laboratory services rendered during a single visit by the same participating provider will be subject to a single copayment.

(k) Dual Annuitant Sick Leave Credit

An employee who is eligible to continue health insurance coverage upon retirement and who is entitled to a sick leave credit to be used to defray any employee contribution toward the cost of the premium, may elect an alternative method of applying the basic monthly value of the sick leave credit.

Employees selecting the basic sick leave credit may elect to apply up to 100 percent of the calculated basic monthly value of the credit toward defraying the required contribution to the monthly premium during their own lifetime. If employees who elect that method predecease their eligible covered dependents, the dependents may, if eligible, continue to be covered, but must pay the applicable dependent survivor share of the premium.

Employees selecting the alternative method may elect to apply only up to 70 percent of the calculated basic monthly value of the credit toward the monthly premium during their own lifetime. Upon the death of the employee, however, any eligible surviving dependents may also apply up to 70 percent of the basic monthly value of the sick leave credit toward the dependent survivor share of the monthly premium for the duration of the dependents' eligibility. The State has the right to make prospective changes to the percentage of credit to be available under this alternative method for future retirees as required to maintain the cost neutrality of this feature of the plan.

The selection of the method of sick leave credit application must be made at the time of retirement, and is irrevocable. In the absence of a selection by the employee, the basic method shall be applied.

(I) The Home Care Advocacy Program (HCAP), will continue to provide services in the home for medically necessary private duty nursing, home infusion therapy and durable medical equipment under the participating provider component of the Empire Plan.

Effective April 1, 2010 language under the Home Care Advocacy Program for the purchase of Durable Medical Equipment will be modified as follow:

- Benefits are available for the most cost-effective equipment as meets the patient's functional need.
- Benefits are provided for a single unit of equipment and repair or replacement as necessary.

The Home Care Advocacy Program (HCAP) non-network benefit for individuals who fail to have medically necessary designated HCAP services and supplies pre-certified by calling HCAP and/or individuals who use a non-network provider will be subject to the following provisions:

- Where nursing services are rendered, the first 48 hours of nursing care will not be a covered expense;
- Services (including nursing services), equipment and supplies will be subject to the annual basic medical deductible and reimbursed at 50 percent of the HCAP network allowances; the basic medical out-of-pocket maximum will not apply to HCAP designated services, equipment and supplies.

(m) All professional component charges associated with ancillary services billed by the outpatient department of a hospital for emergency care for an accident or for sudden onset of an illness (medical emergency) will be a covered expense under the participating provider or the basic medical component of the Empire Plan not subject to deductible or coinsurance, when such services are not otherwise included in the hospital facility charge covered by the hospital carrier.

(n) Employees and their covered spouses 40 years of age and older shall be allowed reimbursement of up to 100% of the reasonable and customary charge annually towards the cost of a routine physical examination. These benefits shall not be subject to a deductible or coinsurance.

(o) Services for examinations and/or purchase of hearing aids shall be a covered basic medical benefit not subject to deductible or coinsurance. The hearing aid reimbursement is \$1,500, per hearing aid, per ear, once every four years, not subject to deductible or coinsurance. For children 12 and under the same benefits can be available after 24 months, when it is demonstrated that a covered child's hearing has changed significantly and the existing hearing aid(s) can no longer compensate for the child's hearing impairment. Coincident with the implementation of the hearing aid allowance, if a significant change in hearing occurs and the existing hearing aid(s) can no longer compensate for the hearing impairment, eligible enrollees over the age of 12 may be eligible to receive the benefit prior to 4 years.

(p) The Empire Plan participating provider and basic medical coverage for the treatment of infertility will be modified as follows:

- access to designated "Centers of Excellence" including a travel benefit;

- treatment of “couples” as long as both partners are covered either as enrollee or dependent under the Empire Plan;
- The lifetime coverage limit per individual is \$50,000;
- prior authorization required for certain procedures.

(q) The medical component of the Empire Plan shall include a voluntary nurse-line feature to provide both clinical and benefit information through a toll-free phone number.

(r) (1) Mastectomy Brassieres prescribed by a physician, including replacements when it is functionally necessary to do so, shall be a covered benefit under the basic medical component of the Empire Plan.

(2) External mastectomy prostheses is a covered in full benefit, not subject to deductible or coinsurance. Coverage is provided by the medical carrier as follows:

- Benefits are available for one single/double mastectomy prosthesis in a calendar year.
- Pre-certification through the Home Care Advocacy Program is required for any single external prosthesis costing \$1,000 or more. If a less expensive prosthesis can meet the individual’s functional needs, benefits will be available for the most cost-effective alternative.

(s) The cost of certain injectable adult immunizations shall be a covered expense, subject to copayments, under the participating provider portion of the Empire Plan. Effective October 1, 2011, no copayment shall be required (Herpes Zoster for patients under age 60 will be subject to copayment). The list of immunizations shall include Influenza, Pneumococcal Pneumonia, Measles, Mumps, Rubella, Varicella,

Herpes Zoster, Human Papilloma Virus (HPV), Meningococcal Meningitis and Tetanus, and shall be subject to protocols developed by the medical program insurer.

(t) A Medical Flexible Spending Account (MFSA) shall be available to eligible employees. Eligible expenses under the Medical Flexible Spending Account include over-the-counter medications according to guidelines developed by the Medical Flexible Spending Account Administrator.

(u) The Empire Plan hospital program will include a voluntary "Centers of Excellence" program for organ and tissue transplants. The Centers will be required to provide pre-transplant evaluation, hospital and physician service (inpatient and outpatient), transplant procedures, follow-up care for transplant related services and any other services as identified during implementation as part of an all-inclusive global rate. A travel allowance for transportation and lodging will be included as part of the Centers of Excellence program.

(v) The Empire Plan Centers of Excellence Programs includes Cancer Resource Services. The Cancer Resource Program will provide:

- Direct telephonic nurse consultations;
- Information and assistance in locating appropriate care centers;
- Connection with cancer experts at Cancer Resource Services network facilities;
- There is no lifetime maximum for travel and lodging expenses; and
- Paid-in-full reimbursement for all services provided at a Cancer Resource Services network facility when the care is pre-certified.

(w) The Empire Plan medical carrier will make available a network of prosthetic and orthotic providers established by the Empire Plan medical carrier. Prostheses or

orthotics obtained through an approved prosthetic/orthotic network provider will be paid in full under the participating provider component of the Empire Plan, not subject to copayment. For prostheses or orthotics obtained other than through an approved prosthetic/orthotic network provider, reimbursement will be made under the basic medical component of the Empire Plan, subject to deductible and coinsurance.

If more than one prosthetic or orthotic device can meet the individual's functional needs, benefits will be available for the most cost-effective piece of equipment. Benefits are provided for a single-unit prosthetic or orthotic device except when appropriate repair and/or replacement of devices are needed.

(x) A Basic Medical Provider Discount Program is available through the basic medical component of the Empire Plan.

- Empire Plan enrollees will have access to an expanded network of providers through an additional provider network;
- Basic Medical provisions will apply to the providers in the expanded network option (deductible and 20 percent coinsurance);
- Payment will be made by the Plan directly to the discount providers, no balance billing of discounted rate will be permitted;
- This program is offered as a pilot program and will terminate on December 31, 2012, unless extended by agreement of both parties;

(y) The Empire Plan medical component shall include a voluntary disease management program.

(z) Effective January 1, 2010, an annual diabetic shoe benefit will be available through the Home Care Advocacy Program under the medical carrier.

Network Coverage: Benefits paid at 100% with no out-of-pocket cost up to a \$500 annual maximum.

Non-network Coverage: For diabetic shoes obtained other than through the Home Care Advocacy Program, reimbursement will be made under the basic medical component of the Empire Plan, subject to deductible and the remainder paid at 75% of the network allowance up to a maximum annual allowance of \$500.

(aa) Effective January 1, 2010 prosthetic wigs shall be a covered basic medical benefit and shall be reimbursed up to a lifetime maximum of \$1500 not subject to deductible or coinsurance.

(bb) Effective April 1, 2010 the Empire Plan medical carrier shall contract with Diabetes Education Centers accredited by the American Diabetes Education Recognition Program.

(cc) The State and the NYSCOPBA Joint Committee on Health Benefits will explore the possible implementation of additional Disease Management and/or Wellness activities to support enrollees with chronic illnesses and employees seeking to improve their general health and well-being.

- Effective January 1, 2010 a disease management program for chronic kidney disease will be implemented under the Empire Plan Medical Component.

(dd) Effective April 1, 2010 the travel allowance for the Centers of Excellence Programs shall be modified to reimburse meals and lodging at the Federal Government rate.

12.7 Prescription Drug Services

12.7(a) The Prescription Drug Program will cover medically necessary drugs requiring a physician's prescription and dispensed by a licensed pharmacist. Coverage will be provided under the Empire Plan Prescription Drug Program for prescription vitamins and contraceptives.

12.7(a)(1) The Prescription Drug Program will continue to utilize a preferred provider community pharmacy network.

12.7(b) Mandatory generic substitution will be required for all brand-name multi-source prescription drugs (a brand-name drug with a generic equivalent) covered by the Prescription Drug Program.

- On a case-by-case basis, when a physician provides sufficient medical justification of the need for a brand-name drug where a generic equivalent is available, the Program administrator will review the physician's request and rule on the appropriateness of a waiver of the mandatory generic substitution.

12.7(b)(1) A third level of prescription drugs and prescription copayments was created to differentiate between preferred brand-name and non-preferred brand-name drugs. The copayment for prescription drugs purchased at a retail pharmacy or the mail service pharmacy for up to a 30-day supply is as follows:

- \$5 Generic
- \$15 Preferred-Brand
- \$30 Non-Preferred Brand Effective April 10, 2010 the non-preferred brand name copayment shall be \$40

Effective October 1, 2012, the copayment for prescription drugs purchased at a retail or mail service pharmacy for up to a 30-day supply shall be as follows:

- \$5 Level One (Generic)
- \$25 Level Two (Preferred-Brand)
- \$45 Level Three (Non-Preferred Brand)

When a brand-name prescription drug is dispensed and an FDA-approved generic equivalent is available, the member will be responsible for the difference in cost between the generic drug and the non-preferred brand-name drug, plus the non-preferred brand-name copayment; not to exceed the cost of the drug.

12.7(b)(2) The copayment for prescription drugs purchased at a retail pharmacy for a 31-90 day supply shall be as follows:

- \$10 Generic
- \$30 Preferred Brand
- \$60 Non-Preferred Brand Effective April 10, 2010 the non-preferred brand name copayment shall be \$70

Effective October 1, 2012, the copayment for prescription drugs purchased at a retail pharmacy for a 31-90 day supply shall be as follows:

- \$10 Level One (Generic)
- \$50 Level Two (Preferred-Brand)
- \$90 Level Three (Non-preferred Brand)

When a brand-name prescription drug is dispensed and an FDA-approved generic equivalent is available, the member will be responsible for the

difference in cost between the generic drug and the non-preferred brand-name drug, plus the non-preferred brand-name copayment; not to exceed the cost of the drug.

12.7(b)(3) The copayment for prescription drugs purchased through the mail service pharmacy for a 31-90 day supply will be as follows:

- \$5 Generic
- \$20 Preferred Brand
- \$55 Non-Preferred Brand Effective April 10, 2010 the non-preferred brand name copayment shall be \$65.

Effective October 1, 2012, the copayment for prescription drugs purchased at the mail service pharmacy for a 31-90 day supply shall be as follows:

- \$5 Level One (Generic)
- \$50 Level Two (Preferred-Brand)
- \$90 Level Three (Non-preferred Brand)

When a brand-name prescription drug is dispensed and an FDA-approved generic equivalent is available, the member will be responsible for the difference in cost between the generic drug and the non-preferred brand-name drug, plus the non-preferred brand-name copayment; not to exceed the cost of the drug.

12.7(c) Effective April 1, 2010 Level One, currently reserved for Generic Drugs only, may include brand name medications that are determined by the Prescription Drug Insurer/Administrator to be a “best value.” Generic drugs, that are determined not to add value to the Plan or the enrollee, may be placed in Level 2 or Level 3. The

copayment for any brand name drug placed in Level 1 will be the same as the Level One copayment, similarly, any generic drug placed in Levels 2 or 3 will have the same copayment as brand name drugs in that level.

12.7(d) Effective January 1, 2013 initial prescriptions for all “new to you” drugs dispensed at retail and/or mail will be limited to a 30 day supply. After two 30 day prescriptions have been filled, the 31 to 90 days supply option will be available.

12.7(e) Specialty Medication Component: Effective April 1, 2010, the Empire Plan Specialty Drug Program will be implemented. The Program will consist of a network of one or more Specialty Pharmacies.

1. For purposes of this Program, Specialty Drugs that are eligible for inclusion are defined as:

“orphan drugs”;

drugs requiring special handling, special administration and/or intensive patient monitoring/testing;

biotech drugs developed from human cell proteins and DNA, targeted to treat disease at the cellular level; or,

other drugs identified by the Program as used to treat patients with chronic or life threatening diseases.

2. Enrollees currently using, and physicians currently prescribing drugs that will be included in the Specialty Program will be notified in writing at least 30 days in advance of the implementation date.

3. Following implementation, enrollees may fill no less than one prescription for a drug included in the Specialty Program at a Non-Specialty Network pharmacy, except for

those drugs identified as being used for short-term therapy for which a delay in starting therapy would not affect clinical outcome.

4. Enrollees initially filling a prescription for a Specialty Drug at a Non-Specialty Network pharmacy will be contacted by the Program and advised that they must obtain all refills after the allowed fill(s) through the Specialty Drug Program. Thereafter, any additional claims for the same drug will be blocked at Non-Specialty Network pharmacies.

5. Beyond the initial fill(s) described in (3) above, enrollees must contact the Specialty Referral Line, accessible through the NYSHIP toll-free telephone line, prior to obtaining a drug included in the Specialty Program, in order to receive the maximum available benefit. Enrollee calls will be transferred directly to the participating specialty pharmacy that has agreed to provide the drug in question.

6. Once an enrollee contacts the Specialty Referral Line, subsequent fills and refills for the same drug should be requested directly from the Specialty Pharmacy.

7. Any and all prescription(s), initial or refill, beyond those provided for in paragraph (b), for designated Specialty Drugs will be limited to a 30-day supply, unless otherwise agreed to by the State and the Program administrator.

8. All Specialty Pharmacies that are participating in the Specialty Drug Program will provide enrollees with 24/7/365 access to a pharmacist.

9. Drugs meeting the above definition of a "Specialty Drug" will be excluded from coverage under the "standard" Empire Plan Prescription Drug benefit and will be provided through the Empire Plan Specialty Drug Program.

10. Drugs meeting the above definition of a "Specialty Drug" that are not included in the Empire Plan Specialty Drug benefit will continue to be covered under the "standard" Empire Plan Prescription Drug Program.

11. Drugs included in the Specialty Drug Program will be assigned to tiers and subject to the same copayments as drugs covered under the "standard" Empire Plan Prescription Drug benefit.

12. Other than the accommodation described in (3) above, drugs included in the Specialty Program that are purchased without contacting the Specialty Referral Line will be treated as a subscriber submitted claims and will be reimbursed in the same manner as subscriber submitted claims under the Empire Plan Prescription Drug Program: the enrollee will be reimbursed the lesser of the pharmacy charge or the amount the Program would have paid through the Specialty Drug Program less the appropriate copayment.

12.8 Premium Contribution

12.8(a) The State agrees to pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent coverage, provided under the Empire Plan. The State shall pay 90 percent for individual prescription drug coverage and 75 percent for dependent prescription drug coverage under the Empire Plan. Effective October 1, 2011, for employees in a title Salary Grade 9 or below (or an employee equated to a position Salary Grade 9 or below), the State agrees to pay 88 percent of the cost of individual coverage and 73 percent of the cost of dependent coverage. Effective October 1, 2011, for employees in a title Salary Grade 10 and above (or an employee

equated to a position title Salary Grade 10 and above) the State agrees to pay 84 percent of the cost of individual coverage and 69 percent of the cost of dependent coverage.

12.8(b) The State agrees to pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent coverage, toward the hospital/medical/mental health and substance abuse components of each HMO, not to exceed, 100 percent of its dollar contribution for those components under the Empire Plan. The State will pay 90 percent of the cost of individual prescription drug coverage and 75 percent of the cost of dependent prescription drug coverage under the Health Maintenance Organizations. Effective October 1, 2011, for employees in a title Salary Grade 9 or below (or an employee equated to a position title Salary Grade 9 or below), the State agrees to pay 88 percent of the cost of individual coverage and 73 percent of the cost of dependent coverage toward the hospital/medical/mental health and substance abuse component of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan, and the State agrees to pay 88 percent of the cost of individual prescription drug coverage and 73 percent of dependent prescription drug coverage under each participating HMO. Effective October 1, 2011, for employees in a title Salary Grade 10 and above (or an employee equated to a position title Salary Grade 10 and above) the State agrees to pay 84 percent of the cost of individual coverage and 69 percent of the cost of dependent coverage toward the hospital/medical/mental health and substance abuse component of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan, and the State agrees to pay 84 percent of the cost of individual prescription drug

coverage and 69 percent of the cost of dependent prescription drug coverage under each participating HMO.

12.8 (b)(1) Effective October 1, 2012, NYSHIP enrollees who can demonstrate and attest to having other, non-State sponsored coverage may annually opt-out of NYSHIP's Empire Plan or Health Maintenance Organizations. Enrollees who choose to opt-out of NYSHIP coverage will receive an annual payment of \$1,000 for opting out of individual coverage or \$3,000 for opting out of family coverage. The opt-out program will allow for re-entry to NYSHIP during the calendar year subject to a Federally Qualifying Event and during the annual option transfer period. The enrollee must be enrolled in NYSHIP prior to April 1st of the previous plan year in order to be eligible to opt out, unless newly eligible to enroll. The opt-out payment will be pro-rated over the twenty-six (26) payroll cycles and appear as a credit to the employee's wages for each bi-weekly payroll period the eligible individual is qualified. For the 2012 plan year NYSCOPBA members will be permitted to opt out of coverage under the State health plans subsequent to ratification, and will be entitled to a pro-rata share of the annual payment for the remaining portion of the program year.

12.8(c) The unremarried spouse of an employee, who retires after April 1, 1979, with ten or more years of active State service and subsequently dies, shall be permitted to continue coverage in the health insurance program with payment at the same contribution rates as required of active employees.

12.8(d) The unremarried spouse of an active employee, who dies after April 1, 1979 and who, at the date of death was vested in the Employee's Retirement System and vested for the purpose of health insurance_and within ten years of his/her first date

of eligibility for retirement shall be permitted to continue coverage in the health insurance program with payment at the same contribution rates as required of active employees.

12.9 Option Transfer

12.9(a) Eligible employees in the State Health Insurance Plan may elect to participate in a federally qualified or State certified Health Maintenance Organization (HMO) which has been approved to participate in the State Health Insurance Program by the Joint Committee on Health and Dental Benefits. Employees may change their health insurance option each year throughout the month of November unless another period is mutually agreed upon by the State and the Joint Committee on Health and Dental Benefits.

(a)(1) If the rate renewals are not available by the time of the option transfer period, then the option transfer period shall be extended to assure ample time for employees to transfer.

12.10 Joint Committees on Health and Dental Benefits

(a) The State and NYSCOPBA agree to continue the Joint Committee on Health and Dental Benefits. The Committee shall consist of at least three representatives selected by NYSCOPBA and three representatives selected by the State.

(b) The State shall seek the appropriation of funds by the Legislature to support committee initiatives and to carry out the administrative responsibilities of the Joint Committee. Funding for the Joint Committee shall be as follows: \$165,000 for the

period April 1, 2012 to March 31, 2013; \$165,000 for the period April 1, 2013 to March 31, 2014; \$168,300 for the period April 1, 2014 to March 31, 2015; and, \$171,666 for the period April 1, 2015 to March 31, 2016. In no case will more than 50% of these appropriations be allocated to either the State or NYSCOPBA individually.

(c) The Joint Committee on Health and Dental Benefits shall meet within 14 days after a request to meet has been made by either side.

(d) The Joint Committee shall work with appropriate State agencies to review and oversee the various health plans available to employees represented by NYSCOPBA.

(e) The Joint Committee on Health and Dental Benefits shall work with appropriate State agencies to monitor future employer and employee health plan cost adjustments.

(f) The Joint Committee shall be provided with each carrier rate renewal request upon submission and be briefed in detail periodically on the status of the development of each rate renewal.

(g) The State shall require that the insurance carriers for the State Health Insurance Plan submit claims and experience data reports directly to the Joint Committee on Health and Dental Benefits in the format and with such frequency as the Committee shall determine.

(h) The Joint Committee on Health and Dental Benefits shall work with appropriate State agencies to make mutually agreed upon changes in the Plan benefit structure through such initiatives as: (1) HMO Workgroup (participation/efficiency); (2) Ambulatory Surgery Center development; (3) HCAP/ER benefit-review; (4) The ongoing review of the Managed Physical Medicine Program; (5) Review of the appropriateness

of providing a benefit for autologous blood donations; (6) Review the appropriateness of additional chronic copayment waivers; (7) Work with the dental carrier to increase access to participating dental specialists such as orthodontists; (8) Explore the addition of a Lyme Vaccine to the list of injectable adult immunizations should one become available (9) Work with the State to monitor and oversee a voluntary disease management program under the medical component of the Empire Plan; (10) The ongoing review of a Medical Flexible Spending Account; (11) Work with the State to monitor and oversee the voluntary "Centers of Excellence" program for organ and tissue transplants within the hospital component of the Empire Plan; (12) work with the State and medical carrier to develop an enhanced network of urgent care facilities; (13) work with the State to implement a direct debit vehicle to be utilized under the Medical Flexible Spending Account; (14) Work with the State to implement and oversee a Bariatric Surgery Program; (15) Work with the State to implement and oversee a Healthy Back Disease Management Program.

12.11 Vision Care Benefits

The State shall continue to provide for and pay the full cost for the vision care plan in effect as of March 31, 2009.

(a) The plan shall provide a \$200 allowance for the cost of eye examination and contact lenses.

(b) The Plan shall provide the complete selection of frames available to other participants in the Plan including the frame selections designated as standard, supplemental and designer/metal.

(c) The State shall provide toll-free telephone service for insurance information and assistance to employees and dependents on vision care insurance matters.

(d) Dependents under 19 years of age will be eligible to receive vision care benefits every 12 months.

(e) Covered Plan eye glasses (frames and lenses) and/or contact lenses may be obtained within (90) ninety days after a vision examination by a participating Vision Care Plan Provider.

(f) If new lenses are required due to vision changes resulting from a medical condition for which the individual is under the care of a physician, vision care benefits, including an examination, new lenses and, if appropriate, new frames, shall be available sooner than once every two years, but not sooner than one year from the last use of vision care benefits, upon written documentation by an ophthalmologist that the medical condition has caused a vision loss that requires a new prescription. Documentation of the vision loss must be provided in writing by the ophthalmologist each time a new prescription is needed sooner than the standard two-year interval.

(g) Covered plan lenses shall include photosensitive lenses (plastic or glass), no-line bifocals, ultra thin lenses, and scratch resistant coating

(h) Access to a network of providers to obtain Laser Vision Correction services at discounted employee -pay-all fees is provided.

(i) Effective September 1, 2010, the NYSCOPBA Vision Care Plan will be modified as follows:

1. Lasik and other corrective vision care procedures performed to correct nearsightedness and/or farsightedness and not covered by the Empire Plan or an HMO shall be a covered service for employees only.
2. Spouses/Domestic Partners and dependent children shall be eligible to participate in a “discount program” providing up to a 25 percent savings for the procedures identified in item #1 but will be responsible for any and all costs associated with such procedures.
3. Corrective Vision Care coverage shall only be available through a network of participating board eligible/board certified ophthalmologists trained in this field. The Vision Care Plan administrator shall be responsible for the network and will make every effort to recruit and retain providers throughout New York State.
4. Corrective Vision Care coverage shall include a preliminary exam, the actual procedure and up to two follow-up visits.
5. Employees receiving such services shall have a copayment equal to 10% of the discounted cost of the procedure up to an out-of-pocket maximum of \$200.
6. Employees shall be eligible for one Corrective Vision Care procedure every 5 years per eye.
7. The NYSCOPBA Joint Committee on Health Benefits shall review the Corrective Vision Care coverage component at regular intervals to monitor utilization, network adequacy and cost.
8. The five (5) year limit may be waived based on evidence of a significant vision change due to injury or illness.

12.12 Dental Care Benefits

The State shall continue to provide dental benefits at the same level as were in effect March 31, 2009, except as modified as follows:

(a) The allowances paid shall be at a level sufficient to retain or add participating dentists and specialists. The State shall continue to pay the full premium of the dental insurance plan.

(b) The Plan shall include coverage for the application of sealants to the primary teeth of dependent children age 13 and under.

(c) The nonparticipating provider reimbursement will be increased to an amount equal to 100 percent of the schedule for basic and prosthetic services.

(d) The maximum annual benefit for covered participating and nonparticipating services is \$2300 per person.

(e) The maximum lifetime benefit for orthodontic treatment is \$2300.

(f) Anesthesia administered in a dentist office shall be a covered benefit under the participating and nonparticipating components of the dental plan.

12.13 At the demand of the Joint Committee on Health and Dental Benefits the State shall request proposals from existing or other carriers, or alternative third party administrators, for the Empire Plan, Dental, Drug and Vision Plans providing the benefits are identical. A replacement insurance carrier or third party administrator will not be selected without Joint Committee consent.

12.14 Mental Health and Substance Abuse Treatment

The Empire Plan shall continue to provide comprehensive coverage for medically necessary mental health and substance abuse treatment services through a managed care network of preferred mental health and substance abuse care providers. In addition to the network care, limited non-network care will be available. Benefits shall be as follows:

12.14(a) NETWORK BENEFIT

- Mental Health Coverage

- Paid-in-full medically necessary hospital services and inpatient physician charges when provided by, or arranged through, the network;
- Effective April 1, 2010, outpatient care provided by, or arranged through, the network will be covered subject to a \$20 per visit copayment.
- Up to three visits for crisis intervention provided by, or arranged through, the network will be covered without copay.

- Alcohol and Other Substance Abuse Coverage

- Paid in full medically necessary care for hospitalization or alcohol/substance abuse facilities when provided by, or arranged through, the network;
- Outpatient care provided by, or arranged through, the network will be subject to the participating provider office visit copayment.

- Benefit Maximums

- Effective January 1, 2010 medically necessary inpatient alcohol and substance abuse treatment will be unlimited.

12.14(b) NON-NETWORK BENEFIT

- Mental Health

Medically necessary care rendered outside of the network will be subject to the following provisions:

- Coincident with the increase in the Basic Medical deductible and coinsurance, the mental health basic medical deductible and coinsurance will increase accordingly.
- The methodology for calculating non-network inpatient and outpatient reimbursement will be the same as the methodology for non-network hospital and medical services;

- Substance Abuse

- Medically necessary inpatient alcohol and substance abuse treatment will be unlimited effective January 1, 2010.
- Coincident with the increase in the Basic Medical deductible and coinsurance, the substance abuse deductible and coinsurance will increase accordingly effective January 1, 2010.
- Effective January 1, 2010 the methodology for calculating non-network inpatient and outpatient reimbursement will be the same as the methodology for non-network hospital and medical services;
- Expenses applied against the deductible and coinsurance levels indicated above will not apply against any deductible or coinsurance maximums under the basic medical portion of the Plan. Effective January 1, 2012, covered expenses for

non-network mental health and substance abuse treatment will be included in the combined deductible and combined coinsurance maximum.

- Disease Management

- Under the Mental Health and Substance Abuse Program a disease management program for depression is available. Effective, March 31, 2010, or as soon as practicable, disease management programs for eating disorders, including appropriate nutritional services; and ADHD will be implemented.

12.15 Managed Physical Medicine Program (MPMP)

The Empire Plan's medical care component will offer a comprehensive managed care network benefit for the provision of medically necessary physical medicine services, including physical therapy and chiropractic treatments as follows:

- Authorized network care will be available, subject only to the Plan's participating provider office visit copayments.
- Unauthorized medically necessary care, at enrollee choice, will also be available, subject to a \$250 annual deductible per enrollee, \$250 per spouse and \$250 deductible for one or all dependent children and a maximum payment of 50 percent of the network allowance for the service provided.
- Maximum benefits for non-network care will be limited to \$1,500 in payments per person per calendar year. Deductible/coinsurance payments will not be applicable to the Plan's annual basic medical deductible/coinsurance maximums.

ARTICLE 13

Education and Training

13.1 Effective April 1, 2012, the Employer will recommend an appropriation by the Legislature of \$158,500 for that year and each successive of this Agreement as set forth in Article 1 for implementation of education and training programs for employees of this Unit. Effective April 1, 2014 this amount will be increased to \$161,670 and effective April 1, 2015 the amount shall be increased to \$164,903*

13.2 A joint labor/management committee comprised of representatives of the Union and the Employer shall be established to consider bilaterally the development and expansion of such employee training programs. The committee shall consider the needs and desires of agency administration and of employees in this Unit with respect to the most efficient use of these funds, and shall make recommendations as to the training opportunities to be made available.

13.3 Following completion of initial academy training, each Correction Officer assigned to a facility after the effective date of this Agreement, shall be given a rotational job training and job orientation program of not more than six months duration during which he shall not be eligible to bid for job assignments or shifts. Correction Officer trainees will receive a \$200 lump sum payment upon satisfactory completion of the first six weeks of the Correction Officer traineeship.

13.4 In order to provide for proper training or orientation, any new employee or any employee who transfers to a new facility, is promoted, demoted, or assumes a new assignment as the result of successfully bidding pursuant to the provisions of Article 24 of this Agreement, shall not be eligible to bid for job assignments or shifts during the 60-

day period immediately following the assumption of new duties resulting from any such transfer, promotion, demotion, or successful bid.

13.5 (a) Effective April 1, 2012 the Employer will appropriate funds of \$200,000 for each year of this Agreement, as set forth in Article 1, to provide an Employee Assistance Program for employees in this Unit. Effective April 1, 2014 that amount shall be increased to \$204,000; Effective April 1, 2015 that amount shall be increased to \$208,080.

(b) Effective April 1, 2012 the Employer will appropriate funds of \$156,000 for each year of this Agreement, as set forth in Article 1, to provide an Organizational Alcoholism Program for employees in this Unit. Effective April 1, 2014 that amount shall be increased to \$159,120; Effective April 1, 2015 that amount shall be increased to \$162,302.

13.6 Effective April 1, 2012 the Employer will appropriate funds of \$100,000 for each year of this Agreement, as set forth in Article 1, to enhance labor/management training efforts for employees in this Unit. Effective April 1, 2014 that amount shall be increased to \$102,000; Effective April 1, 2015 that amount shall be increased to \$104,040.

13.7 Funding will be provided from Article 13 and Article 25 sources in each year of this Agreement to support the Blood Exposure Response Team (BERT), a voluntary organization which provides services to Unit members who have been exposed to blood or other body fluids in the course of their employment.

ARTICLE 14

Attendance and Leave

14.1 Vacation Credits

(a) Pursuant to the Attendance Rules, employees entitled to earn and accumulate vacation credits presently earn and accumulate vacation at the rate of (a) 20 days annually or (b) one-half day per biweekly pay period plus additional vacation in accordance with the following schedule:

Completed Years of Continuous Service	Additional Vacation Credits
1	1 day
2	2 days
3	3 days
4	4 days
5.....	5 days
6	6 days
7	7 days

(b) In addition to vacation credits to which employees are entitled under paragraph 14.1(a) above, additional vacation credits for completed years of continuous service shall be credited to each eligible employee annually on his service anniversary date as follows:

Completed Years of Continuous Service	Additional Vacation Credits	Total Earned Annual Credits
20 to 24	1 day	21 days
25 to 29	2 days	22 days
30 to 34	3 days	23 days
35 or more	4 days	24 days

(c) Continuous State service for the purpose of paragraphs 1(a) and 1(b) of this Article shall mean uninterrupted State service, in pay status, as an employee. A leave of absence without pay, or a resignation followed by reinstatement or reemployment in State service within one year following such resignation, shall not constitute an interruption of continuous State service for the purposes of this Article, provided, however, that leave without pay for more than six months or a period of more than six months between resignation and reinstatement or reappointment, during which the employee is not in State service, shall not be counted in determining eligibility for additional vacation credits under this Article.

(d) Seniority as defined in Article 24 shall be the basis by which employees select vacations. Requests for vacation time off shall be approved by the Employer to the extent practicable in light of the manpower needs of the department or facility and shall not be unreasonably denied. The appropriate operating units may establish an annual date or dates or period or periods by which or within which an employee must request a block of time off in order to have his seniority considered. However, nothing in this paragraph shall serve to bar mutually agreed to local arrangements regarding the method by which vacations are to be selected or scheduled.

(e) Vacation credits may be accumulated up to a maximum of 40 days provided, however, that in the event of death, retirement, or separation from service, employees shall be compensated in cash for accrued and unused vacation credits only up to a maximum of 30 days. An employee at the vacation accrual maximum (40 days) or who will exceed the accrual maximum at the next accrual period whose written request for the use of vacation credits is denied, in writing, may accumulate more than 40 days of

such credits during a year, provided, however, that the employee's balance of vacation credits does not exceed 40 days on October 1 of each year.

14.2 Personal Leave

(a) Employees entitled to be credited with personal leave shall be credited with personal leave not exceeding a total of five days in a year.

(b) The Employer shall not require an employee to give a reason as a condition for approving the use of personal leave credits provided, however, that prior approval for the requested leave must be obtained, that the resulting absence will not interfere with the proper conduct of governmental functions, and that an employee who has exhausted his personal leave credits shall charge approved absences from work necessitated by personal business or religious observance to accumulated vacation or other credits, excluding sick leave.

(c) Personal leave shall not be carried over from year to year.

(d) Personal leave may be used in conjunction with an employee's vacation, and shall be subject to the same conditions as govern vacation.

14.3 Bereavement Leave

(a) Employees shall be allowed to charge absences from work in the event of death or illness in the employee's immediate family against accrued sick leave credits up to a maximum of 15 days in any one calendar year.

(b) For the purpose of defining eligibility for paid leave because of illness or death in the family, the term "family" shall be defined as the employee's spouse, child, parent, grandparent, brother, sister, aunt, uncle, parent-in-law, brother-in-law, sister-in-

law, grandchild, step-sibling, step-parent, step-child or any person living in the employee's household.

(c) Requests for bereavement leave shall be subject to approval of the appointing authority; such approval shall not be unreasonably denied.

14.4 Sick Leave Accumulation

Employees who are entitled to accumulate sick leave credits may accumulate such long-term credits up to a total of 225 days provided, however, no more than 200 days of such credits may be used for retirement service credits or to pay for health insurance in retirement.

Effective October 1, 2006 for all interest arbitration eligible employees, and October 1, 2007 for all others, employees shall be required consistent with current medical documentation policy, to provide adequate documentation from the medical provider for all pre-approved medical absences including those of four hours or less. Upon the second instance of failure to provide adequate documentation, the employee shall be subject to discipline. However, this in no way is intended to otherwise alter present medical documentation requirements.

Effective October 1, 2006 for all interest arbitration eligible employees, and October 1, 2007 for all others, for all sick leave absences of a full shift or more, returning employees shall provide at least eight hours advance notice of their intended return to work. However, this in no way is intended to otherwise alter present notification procedures.

14.5 Leave--Probationary Employees

Every permanent employee holding a position in the competitive class and appointed to a State position from an open competitive eligible list shall be granted a leave of absence from his position for the duration of his probationary term.

14.6 Alternate Examination Dates

In the event an employee in this unit is unable to participate in an examination because of the death within seven days immediately preceding the scheduled date of an examination, of an employee's grandparent, parent, spouse, brother, sister, child, or a relative living in the employee's household, such employee shall be given an opportunity to take such examination at a later date, but in no event shall such examination be scheduled sooner than two days following the date of burial. The Department of Civil Service shall prescribe appropriate procedures for reporting the death and applying for the examination. Appropriate arrangements shall be made in circumstances where there is a protracted period between the death and the burial.

14.7 Absence--Extraordinary Circumstances

An employee who has reported for duty and because of extraordinary circumstances beyond his control other than those related to weather conditions, is directed to leave work, shall not be required to charge such directed absence during such day against leave credits.

14.8 Jury Duty

(a) Except as provided in section 14.8(b), when an employee submits proof of the necessity of jury service or appearance as a witness pursuant to subpoena or other order of a court or body, an employee shall be granted a leave of absence with pay with

no charge against leave credits. This section shall not apply to any absence of an employee occasioned by an appearance in an action to which such employee is a party unless the action brought against the employee is job related.

(b) An employee holding a position designated as overtime ineligible may be granted a leave of absence with pay with no charge against leave credits on proof of necessity of jury service or appearance as a witness pursuant to subpoena or other order of a court or body for any period of less than a workweek regardless of whether such employee is a party to the action. This section will be rendered void if the Fair Labor Standards Act (FLSA) is modified to allow overtime ineligible employees to maintain such status and receive the benefit in section (a) above.

14.9 Workers' Compensation Leave

The Medical Evaluation Program (MEP) for workers' compensation will be continued. Employees opting into the MEP will receive the benefits provided herein. Those employees opting not to participate in the MEP will be eligible to apply for the statutory workers' compensation benefits. A light duty component shall be part of the MEP.

(a) An employee necessarily absent from duty because of occupational injury or disease as defined in the Workers' Compensation Law who is allowed leave from his position for the period of his absence necessitated by such injury or disease shall be:

(1) first granted compensation leave with pay without charge to leave credits not exceeding cumulatively six months; and (2) upon exhausting leave pay benefits under (1) above be allowed to draw accrued leave credits; and (3) upon exhausting leave with full pay benefits under (1) and (2) above be allowed sick leave at half pay for which he

may be eligible during such leave unless: (i) there is good and sufficient reason to believe that the disability resulting from such injury or disease is not job related or is primarily due to some pre-existing medical condition; (ii) there is good and sufficient reason to believe that the employee could report for work on a full-time or part-time basis; (iii) the employee's services would have been terminated or would have ceased under law; or (iv) the employee's claim for benefit is controverted by the State Insurance Fund.

(b) An employee allowed leave with pay under paragraph 14.9(a) may elect to draw accrued leave credits for part or all of his absence from duty before being granted leave with pay under paragraph 14.9(a)(1) above.

(c) If it is subsequently determined that an employee was not entitled to compensation leave with pay without charge to leave credits for any period for which he was granted such leave as provided herein above, he shall be required to make reimbursement for such paid leave from current or subsequent accumulations of leave credits at a rate and in a manner determined by the appointing authority.

(d) An employee who draws leave credits as provided in paragraph 14.9(a) shall be entitled to restoration of such credits, including those used for absences of less than a full day, as are used during a period of absence for which an award of compensation has been made and credited to the State as reimbursement of wages paid. An employee who is necessarily absent from duty as described herein above may be granted compensation leave with pay without charge against leave credits for absences of less than a full day where such employee returns to work on a part-time basis.

(e) The Employer agrees that an employee eligible for Workers' Compensation Leave because of occupational injury or disease as defined in the Workers' Compensation Law, when absent from work for the purpose of attending a hearing scheduled by the Workers' Compensation Board in connection with such injury or disease shall be granted compensation leave with pay without charge to leave credits for such absence provided, however, that the cumulative total of compensation leave with pay not charged to leave credits granted for attendance at Workers' Compensation Board hearings or for absences necessitated by the occupational injury or disease shall not exceed six months.

(f) On the employee's prior written request at least three days in advance, the Employer will reschedule midnight or afternoon shift employees to attend a workers' compensation hearing to the normal day shift for the day of the hearing.

(g) An employee necessarily absent from duty and removed from the payroll because of occupational injury or disease as defined in the Workers' Compensation Law shall be treated as though on payroll for the period of disability not to exceed twelve months per injury for the purposes of coverage under the New York State Health Insurance Plan.

(h) The State and NYSCOPBA agree to continue the standing Joint Committee on Workers' Compensation. The Committee shall consist of an equal number of representatives selected by NYSCOPBA and an equal number of representatives selected by the State. The Committee will be responsible for the ongoing review and oversight of the MEP.

14.10 Unauthorized Absence

Any employee absent from work without authorization for ten consecutive workdays shall be deemed to have resigned from his position if he has not provided a satisfactory explanation for such absence on or before the eleventh workday following the commencement of such unauthorized absence.

14.11 Medical Verification

(a) When the State requires that an employee who has been absent due to illness or injury be medically examined by a physician chosen by the appointing authority before such employee is allowed to return to work, the appointing authority will make a reasonable effort to ensure that the examination is completed in a timely manner as provided herein.

(b) If, no more than ten working days prior to the date specified by the employee's physician as the date upon which the employee may return to work, the employee provides the appointing authority with his/her physician's statement indicating that the employee is able to return to work without restrictions and specifying the date, the appointing authority shall have a total of 20 working days from the date of such advance notice, which shall include the 10 working days following the specified return-to-work date, to complete medical examinations. For each working day of advance notice from the employee less than 10, the appointing authority shall have an additional working day beyond the return-to-work date to complete medical examinations.

(c) If, upon completion of the 20 working day period provided for in Section 14.11 (b), the appointing authority's physician(s) has not completed the examination(s) of the employee or reached a decision concerning the employee's return to work, the

employee shall be placed on leave with pay without charge to leave credits until the examination is completed, a decision made and, if approved, the employee is returned to work. The employee may not return to work, however, until the employee has been examined by the appointing authority's physician and given approval to work. The leave with pay provision of this section shall not apply where the failure of the appointing authority's physician to complete the medical examination is attributable to the employee's failure to appear for the examination or the employee's refusal to allow it to be held.

(d) If, following the employee's examination, the appointing authority's physician does not approve the employee's return to work, the employee shall be placed in the appropriate leave status in accordance with the Attendance Rules. Once a determination has been made that an employee may not return to work, further examinations pursuant to this Article shall not be required more often than once a month; provided, however, where the appointing authority's physician has specified a date for a further examination or a date when the employee may return to work, the State shall not be required to conduct an examination prior to such date. Where the appointing authority's physician has not set either a date for further examination or a date upon which the employee may return to work, the employee may submit a further statement from the employee's physician and the provisions of this Article shall again be applicable. The provisions of this section shall not be construed to limit or otherwise affect the applicability of Civil Service Law Section 73.

(e) When, in accordance with the provisions of this section, the State exercises its right to require an employee to be examined by a physician selected by the

appointing authority, the employee shall be entitled to reimbursement for actual and necessary expenses incurred as a result of travel in connection with such examination, including transportation costs, meals and lodging, in accordance with the Comptroller's rules and regulations pertaining to travel expenses.

(f) Section 14.11 shall not apply to absences or cases of work-related injuries or illnesses.

14.12 Deficit Reduction Leave

(a) Interest Arbitration ineligible employees

(1) Employees shall be eligible to take 9 days, or the amount credited to them, of deficit reduction leave from the date of ratification of the agreement with Interest Arbitration ineligible employees until March 31, 2013.

(2) The scheduling of such dates off will be subject to supervisory approval. The State will ensure that each employee is allowed to take days off in accordance with this provision.

(3) The exact cash value of the four days of deficit reduction leave from fiscal year 2012-2013 shall be repaid to employees in equal installments over 39 payroll periods beginning with the final payroll period of fiscal year 2015-2016.

(4) Effective October 1, 2012, the vacation accrual maximum in Article 14.1(e) shall be increased to 45 days. The vacation accrual maximum will return to 40 days on October 1, 2013.

(b) Interest Arbitration eligible employees

(1) Employees shall be eligible to take 9 days, or the amount credited to them, of deficit reduction leave from the date of ratification of the agreement with Interest

Arbitration eligible employees until September 30, 2014. Leave will be pro-rated for employees hired on or after March 26, 2012 based on the 4 days for fiscal year 2012-2013.

(2) The scheduling of such dates off will be subject to supervisory approval. The State will ensure that each employee is allowed to take days off in accordance with this provision. Employees may elect to use leave for all absences, including block vacations, in the same manner as vacation leave. Such leave may not be used to cover unscheduled absences such as calling in sick but may be used for pre-planned appointments with prior supervisory approval including medical appointments or pre-scheduled absences normally charged to sick leave.

(3) The exact cash value of the four days of deficit reduction leave from fiscal year 2012-2013 shall be repaid to employees in equal installments over 39 payroll periods beginning with the final payroll period of fiscal year 2015-2016.

(4) Effective October 1, 2012 and October 1 2013, the vacation accrual maximum in Article 14.1(e) shall be increased to 45 days. The vacation accrual maximum will return to 40 days on October 1, 2014.

(5) After ratification, the State will initiate a waiver period pursuant to Article 16.2 to permit employees to revoke existing waivers for fiscal year 2012-2013.

14.13 Workforce Reduction Limitation

For the Fiscal Years 2011-2012 and 2012-2013, employees shall be protected from layoffs resulting from the facts and circumstances that give rise to the present need for \$450 million in workforce savings. For the term of the agreement, only material or unanticipated changes in the State's fiscal circumstances, financial plan or revenue

will result in potential layoffs. Workforce reductions due to the closure or restructuring of facilities, as authorized by legislation or the State's Spending and Government Efficiency Commission's determinations are excluded from these limitations.

ARTICLE 15

Overtime, Recall and Scheduling

Certain terms of this Article apply only to employees who are ineligible for Interest Arbitration pursuant to Civil Service Law Section 209(4) on the date of the execution of this Agreement, indicated by (Interest Arbitration ineligible employees only).

15.1 Overtime

(a) Overtime eligible employees shall receive overtime compensation for authorized time worked beyond 40 hours in the scheduled workweek consistent with applicable law and the overtime compensation rules and regulations of the Director of the Budget.

Overtime work shall be offered to employees on the basis of seniority and shall be equitably distributed among employees who normally perform such work. Each employee shall be selected in turn according to his place on the seniority list by rotation provided, however, that the employee whose turn it is to work possesses the qualifications and ability to perform the work required.

(b) An employee requesting to be skipped when it becomes his turn to work overtime shall not be rescheduled for overtime work until his name is reached again in orderly sequence and an appropriate notation shall be made in the overtime roster.

(c) In the event no employee wishes to perform the required overtime work, the Employer shall by inverse order of this seniority list assign the necessary employees required to perform the work in question.

(d) The Union recognizes that work in progress shall be completed by the employee performing the work at the time the determination was made that overtime was necessary.

(e) An overtime roster shall be available for inspection by representatives of the Union at each institution or facility.

(f) If an employee is skipped or denied an opportunity to work overtime in violation of this Agreement, he shall be rescheduled for overtime work the next time overtime work is required, in accordance with paragraph 15.1(a) above. However, at such skipped or denied employee's option he may await the next available comparable shift and work assignment. Instances of repeated occurrences shall be brought to the attention of management at the Step 1 level of the grievance procedure.

(g) Time during which an employee is excused from work because of vacation, holidays, personal leave, sick leave at full pay, compensatory time off or other leave at full pay shall be considered as time worked for the purpose of computing overtime.

(h) Training programs conducted during other than regular working hours shall be scheduled for a minimum two-hour period.

(i) Nothing in paragraphs 15.1(a), 15.1(b), and 15.1(c) above shall prevent the establishment of mutually agreed to local arrangements regarding the method by which overtime is offered to employees.

15.2 Recall

Any employee who is recalled to work unscheduled overtime including court appearances after having completed his scheduled work period and left the facility grounds shall be guaranteed a minimum of one-half day's overtime compensation. If an employee lives on the facility grounds and is recalled from their residence to work unscheduled overtime including court appearances after having completed his/her scheduled work period, he/she shall be guaranteed a minimum of one-half day's overtime compensation. Employees called back as a result of riot, prison break, fire or escape and not put to work shall be guaranteed one-quarter day's overtime compensation.

15.3 Shift Changes

(a) No employee shall have his shift schedule changed for the purposes of avoiding the payment of overtime, unless he has been notified of such change one week in advance of the time in which the changed work period is to begin provided, however, that the circumstances necessitating such change are foreseeable prior to such one-week period.

(b) In the event that circumstances necessitating such shift changes are not foreseeable, then such notice shall be given as soon as possible.

(c) In the event such notice of shift change is not given at least 48 hours prior to the starting time of the scheduled shift which the employee is directed to work, such employee shall not be deprived of the opportunity to work his normal shift and to be paid overtime for the hours worked in excess of 40 hours in the workweek.

(d) Employees who compete in New York State Civil Service examinations and whose shift ends less than eight hours before the starting time of such an examination shall not be required to work that shift and such absence shall not be charged to accrued leave credits.

(e) Regularly scheduled days off shall not be changed for the purpose of avoiding the payment of overtime.

(f) Prior to the making of a final decision with respect to instituting a change in shift system from fixed to rotating shifts or rotating to fixed shifts the Employer shall inform the Union of such contemplated change and provide the Union with an adequate opportunity to review the impact of such change with the Employer at the appropriate level.

15.4 Overtime Meal Allowance

An overtime meal allowance of \$5.00 [effective 4/1/04, \$5.50 for Interest Arbitration ineligible employees only] shall be paid, subject to rules and regulations of the Comptroller, to employees who work at least three hours overtime on a regular

working day or at least six hours overtime on other than a regular working day. When an employee is required to work nine hours or more on other than a regularly scheduled working day, two meal allowances will be allowed.

ARTICLE 16

Holiday Pay

16.1 Option

An employee who is entitled to time off with pay on days observed as holidays by the State who is scheduled or required to work on a holiday shall receive at his option either (a) additional compensation for each holiday worked at the rate of one-tenth of his biweekly rate of compensation or (b) a compensatory day off in lieu of such holiday worked. Compensation for less than a full day of holiday work will be prorated and will include geographic, location, inconvenience and shift pay as may be appropriate to the place or hours worked.

16.2 Waiver

An employee selecting an additional day off in lieu of holiday pay shall notify the payroll agency in writing of his intention to do so with the understanding that such notice constitutes a waiver of his right under this Agreement to receive cash compensation for holidays worked. An employee may execute or revoke such a waiver annually during the period April 1 to May 15 by notifying the Employer in writing of his intention, except that employees hired after the effective date of this Agreement may also execute a waiver at the time of appointment. In the event that no revocation notice is received from an employee during an "open period," any previously executed waiver shall remain in full force and effect.

16.3 Accumulation

(a) Employees who receive compensatory time off for time worked on holidays or in lieu of holidays that fall on employees' pass days shall continue to have such earned compensatory time off added to and included in their vacation accruals and shall liquidate such time according to rules governing the use of vacation. This method, adopted in 1972, is not intended, however, to change practices concerning the use of

accrued credits. For example, at facilities using a "wheel" or "block" system, employees may use their accruals in excess of those needed for the "wheel" or "block" schedules in conjunction with their scheduled vacations or separately.

(b) The present maximum of allowable vacation accruals and amounts of vacation credits for which equivalent cash payments will be made upon separation from employment, death or retirement remains unchanged.

16.4 Holiday Observances

(a) An employee who is entitled to time off with pay on days observed as holidays by the State as an Employer shall be granted compensatory time off when any such holiday falls on a Saturday, provided, however, that employees who work on any such Saturday may receive additional compensation in lieu of such compensatory time off in accordance with Section 16.2 of this Article. The State may designate a day to be observed as a holiday in lieu of such holiday which falls on Saturday.

(b) When December 25 and January 1 fall on Sundays and are observed as State holidays on the following Mondays, employees whose work schedule includes December 25 and/or January 1 shall observe the holiday on those dates, or if required to work, may receive additional compensation or compensatory time off in accordance with Section 16.1 of this Agreement. In such event, for those employees, December 26 and January 2 will not be considered holidays.

(c) An employee who is entitled to time off with pay on days observed as holidays by the State as an Employer shall be allowed compensatory time off whenever any such day falls on the employee's pass day.

16.5 Definition

As used in this Agreement, the term holiday shall mean: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day, Thanksgiving Day, Christmas, or a day designated by the State to be observed as a

holiday in lieu of such holiday, and any other day designated as a holiday for State employees by the Governor as an Employer.

ARTICLE 17
Travel Allowances

17.1 Per Diem Meal and Lodging Expenses

The State agrees to reimburse, on a per diem basis as established by rules, bulletins, guidelines and regulations of the Comptroller, employees who are eligible for travel expenses, for their expenses incurred while in travel status in the performance of their official duties for a full day at either of the following schedules at the rates set out herein at their option:

(a) Effective on the date of execution of this Agreement:

(1) In the City of New York and the Counties of Nassau, Suffolk, Rockland and Westchester, not to exceed \$50, except as specified by the Comptroller in accordance with law.

(2) In the cities of Albany, Rochester, Buffalo, Syracuse, and Binghamton and their respective surrounding metropolitan areas, not to exceed \$40, except as specified by the Comptroller in accordance with law.

(3) In places elsewhere within the State of New York not to exceed \$35, except as specified by the Comptroller in accordance with law.

(4) In places outside the State of New York, at least \$50 per day except as specified by the Comptroller in accordance with law.

(b) Effective on the date of execution of this Agreement:

(1) Receipted lodging and meal expenses for authorized overnight travel in locations within and outside of New York State shall be reimbursed to a maximum of published per diem rates as specified by the Comptroller. Said rates shall be equal to

the combined per diem lodging and meal reimbursement rate provided by the federal government to its employees for such locations.

(2) In locations for which no specific rate is published, receipted lodging and meal expenses for authorized overnight travel within and outside of New York State shall be reimbursed to a maximum of the combined per diem lodging and meal reimbursement rate provided by the federal government to its employees for such locations.

(3) The rates in paragraphs (1) and (2) above shall be revised in accordance with any revision made in the per diem rates provided by the federal government to its employees.

(c) When the employee is in travel status for less than a full day, and incurs no lodging charges, reasonable and necessary receipted expenses will be allowed for breakfast and dinner as determined by the Comptroller in accordance with law.

(d) Employees shall be eligible for advance payments for authorized official travel for lodging and meals subject to the Comptroller's Rules and Regulations.

17.2 Mileage Allowance

The personal vehicle mileage reimbursement rate for employees in this unit shall be consistent with the maximum allowance permitted by the Internal Revenue Service. Such payments shall be paid in accordance with the Rules and Regulations of the Comptroller.

17.3 Triborough Bridge Tolls

The Employer agrees to arrange for work-related passage over the Triborough Bridge without cost for car tolls to employees employed and not residing at facilities at

Ward's Island, New York, operated by the New York State Department of Mental Hygiene for the reasons that (a) heretofore, free ferry service was provided to the Island, which service has been discontinued, and (b) there is no other way for such employees to reach their work by car except over a toll bridge.

17.4 Escort Meal Allowance

(a) The Employer will provide all employees who escort wards of the State between the hours of 11:00 a.m. and 1:00 p.m., and who are responsible for the purchasing of a noon meal for said wards, a subsidy of \$3.50 for the purpose of purchasing their own meal.

(b) All employees required to escort wards on trips and to remain with those wards while on that trip, and who are required to begin and end their workday at their official station shall be eligible for escort meal allowances while in travel status. All requirements for that reimbursement must be met except for the requirement that the employee must be over 35 miles from home in order to be eligible.

ARTICLE 18
Payroll Computation

18.1 The Employer shall calculate employees' salary payments on an appropriate ten working-day basis.

18.2 The Employer agrees that paychecks issued to employees will be delivered no later than Thursday following the end of the next succeeding payroll period.

When employees leave State service, their final salary check shall be issued at the end of the payroll period next following the payroll period in which their service is discontinued. This final salary check shall be paid at the employee's then-current salary rate.

18.3 Overtime and holiday pay authorized to be compensated for in cash shall be paid to employees by the close of the second biweekly payroll period following the payroll period during which it was earned.

ARTICLE 19
Credit Union Deductions

The Employer agrees to deduct from the salary of an employee an amount authorized in writing by the employee which shall be within the minimum and maximum amounts specified by the Comptroller and to transmit such funds to a bona fide credit union. The sums transmitted shall be used for appropriate purposes and their specific allocation shall be determined by an arrangement between the employee and his credit union. The authorization for such deductions may be withdrawn by an employee at any time upon filing of a written notice of such withdrawal with the State Comptroller. The deductions shall be in accordance with reasonable rules and regulations of the Comptroller not inconsistent with law which may be necessary for the exercise of this authority under this Article.

ARTICLE 20

Uniforms

Certain terms of this Article apply only to employees who are ineligible for Interest Arbitration pursuant to Civil Service Law Section 209(4) on the date of the execution of this Agreement, indicated by the phrase (Interest Arbitration ineligible employees).

20.1 When the Employer requires an employee to wear a uniform, the Employer shall continue to furnish such employee with a uniform or replacement of such part of such uniform as may reasonably be necessary pursuant to the policies of each appointing authority which were in effect on March 31, 1985 except as modified in Section 20.2 below.

20.2 All Interest Arbitration ineligible employees in the unit on the payroll on the last day of the payroll period in which November 1 falls shall receive an allowance, by separate check, for uniform cleaning and maintenance on or about December 1 of each year of this Agreement as follows:

December 1, 2009 - \$681

December 1, 2010 - \$708

Effective 3/31/2011, the uniform allowance shall be increased to \$1075, rolled into base and eliminated as a separate payment for all full-time salaried employees not subject to Appendix D.

Permanent part-time employees will also be eligible for a uniform allowance at a prorated amount equal to the prorated amount of their respective employment.

This allowance replaces all existing uniform cleaning provisions and/or allowances and shall cover all uniform cleaning and maintenance requirements (e.g., sewing, patches, etc.), and the provision and repair of uniform shoes.

20.3 Whenever replacement of uniform parts or equipment is not available, the Department, agency or institution will make a reasonable effort to secure replacements as soon as is practicable.

ARTICLE 21

Indemnification

21.1 Pursuant to Section 24 of the Correction Law and Section 19.13 of the Mental Hygiene Law, no civil action shall be brought in any court of the State, except by the Attorney General on behalf of the State, against any officer or employee of the Office of Alcoholism and Substance Abuse who is charged with the duties of securing the custody of a drug dependent person or a person in need of care and treatment for alcoholism, or against any officer or employee of the Department of Corrections and Community Supervision, in his personal capacity for damages arising out of any act done or the failure to perform any act within the scope of employment and in the discharge of duties by any such officer or employee. Any claim for damages arising out of any act done or the failure to perform any acts within the scope of the employment and in the discharge of the duties of such officer or employee shall be brought and maintained in the Court of Claims as a claim against the State.

21.2 The Employer shall continue existing policies as established by Section 24 of the Correction Law and Section 19.13 of the Mental Hygiene Law, relating to claims filed in a court of the United States for civil damages under the Federal Civil Rights Act against an employee in the Department of Corrections and Community Supervision or in the Office of Alcoholism and Substance Abuse.

21.3 The Employer acknowledges its obligations to provide for the defense of its employees, and to save harmless and indemnify such employees from financial loss as hereinafter provided, to the broadest extent possible consistent with the provisions of

Section 17 of the Public Officers Law in effect upon the date of execution of this Agreement.

21.4 The Employer agrees to provide for the defense of the employee as set forth in subdivision 2 of Section 17 of the Public Officers Law in any civil action or proceeding in any state or federal court arising out of any alleged act or omission which occurred or is alleged in the complaint to have occurred while the employee was acting within the scope of his public employment or duties including actions brought to enforce a provision of section 1981 or 1983 of Title 42 of the United States Code. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or on behalf of the State, provided further, that the duty to defend or indemnify and save harmless shall be conditioned upon (a) delivery to the Attorney General or an assistant Attorney General at an office of the Department of Law in the State by the employee of the original or a copy of any summons, complaint, process, notice, demand or pleading within five days after he is served with such document, and (b) the full cooperation of the employee in the defense of such action or proceeding and in defense of any action or proceeding against the State based upon the same act or omission, and in the prosecution of any appeal. Such delivery shall be deemed a request by the employee that the State provide for his defense pursuant to this section.

21.5 The Employer agrees to indemnify and save harmless its employees as set forth in subdivision 3 of Section 17 of the Public Officers Law in the amount of any judgment obtained against such employees in any state or federal court, or in the amount of any settlement of a claim, or shall pay such judgment or settlement, provided that the act or omission from which such judgment or settlement arose, occurred while

the employee was acting within the scope of his public employment or duties; the duty to indemnify and save harmless prescribed by this section shall not arise where the injury or damage resulted from intentional wrongdoing on the part of the employee, provided further, that nothing contained herein shall authorize the State to indemnify or save harmless an employee with respect to fines or penalties, or money recovered from an employee pursuant to article 7-a of the State Finance Law; provided, however, that the State shall indemnify and save harmless its employees in the amount of any costs, attorneys' fees, damages, fines or penalties which may be imposed by reason of an adjudication that an employee, acting within the scope of his public employment or duties, has, without willfulness or intent on his part, violated a prior order, judgment, consent decree or stipulation of settlement entered into in any court of this State or of the United States.

21.6 The employee shall inform his supervisor when he informs the Attorney General of the services he has received under Sections 21.2 or 21.3 above. In addition, Sections 21.3, 21.4 and 21.5 of this Article shall not apply to an employee of the Department of Corrections and Community Supervision or the Office of Alcoholism and Substance Abuse to the extent he is covered by Sections 21.1 and 21.2 of this Article.

21.7(a) The Employer agrees to continue to provide the protection described in Section 19 of the Public Officers Law providing reimbursement for reasonable attorneys' fees and litigation expenses incurred by or on behalf of an employee in his successful defense in a criminal proceeding in a state or federal court arising out of any act which occurred while the employee was acting within the scope of his public employment or duties, upon acquittal or dismissal of criminal charges.

(b) The Employer agrees to continue to provide the protection described in Section 19 of the Public Officers Law providing for reimbursement of costs of employees for reasonable attorneys' fees for appearances before a grand jury arising out of any act which occurred while such employee was acting within the scope of his public employment or duties.

21.8 The Employer and the Union agree to enter into a contract to provide for the implementation of a legal defense fund, in the amount of \$150,000 in accordance with such terms as shall be jointly agreed upon by the parties and subject to the approval of the Comptroller, to be administered by the Union to provide legal defense for the members of the Security Services Unit who are represented by the Union for each year covered by this Agreement who may be defendants or witnesses in criminal or civil matters arising out of the discharge of their duties and in the course of their employment where Public Officers Law Sections 17 and 19 do not provide such representation.

21.9 The Employer as a self-insurer agrees to provide adequate liability coverage for employees who use their homes in the performance of their official duty.

ARTICLE 22

Safe Working Conditions

22.1 The Employer shall provide safe working conditions for the protection of employee well-being. The Employer and the Union remain committed to a cooperative effort to provide safe working conditions for employees. Consistent with this commitment, the Employer and the Union have entered into a Memorandum of Understanding to better and more effectively deal with and respond to health and safety issues at the work site.

22.2 Any matters pertaining to safety standards and conditions may be discussed in labor/management committees at the appropriate level including the executive level.

22.3 The parties recognize that in the course of their employment, employees provide various services to individuals with chronic illnesses and infectious diseases including HIV and may be exposed to such illnesses and diseases. For employees who are likely to have more than casual contact with individuals that may be infectious, the Employer must allow employees to take universal precautions when they may come into contact with said individuals.

22.4 As soon as practicable after the signing of the Agreement, the parties commit to meet on an agency-by-agency basis to establish guidelines which address the effects of infectious disease upon employees. Considerations shall include the issues of confidentiality, employee notification and education, use of precautions and agency policies, consistent with applicable law.

22.5 Grievances alleging failure to comply with this Article shall be processed pursuant to Article 7, paragraph 7.1(b).

ARTICLE 23

Reimbursement for Property Damage

23.1 The Employer agrees to provide for the uniform administration of the procedure for reimbursement to employees for personal property damage or destruction as provided for by subdivision 12 of Section 8 of the State Finance Law which provides for the payment of any claim submitted and approved by the head of a State department or agency having employees in the Security Services Unit for personal property of employees of such unit damaged or destroyed without fault on his part as a result of actions unique to the performance of law enforcement duties to include actions during fire, search, and rescue duties, in accordance with rules and regulations promulgated by the department or agency head after consultation with the Union and with the approval of the Comptroller.

23.2 The Employer agrees to provide for payments of up to \$350 out of local funds at the institution level as provided by subdivision 12 of Section 8 of the State Finance Law.

23.3 Allowances shall be based upon the reasonable value of the property involved and payment shall be made against a satisfactory release.

ARTICLE 24

Seniority

24.1 For the purposes of this Article, seniority shall be defined as the length of an employee's uninterrupted service in title including sick leave, military leaves not to exceed four years, and other leaves of absence which do not exceed one year and Workers' Compensation Leave.

24.2 Seniority shall be the basis by which employees shall select pass days.

24.3 The Employer shall have the right to make any job or shift assignment necessary to maintain the services of the department or agency involved. However, job assignments and shift selection shall be made in accordance with seniority provided the employee has the ability to properly perform the work involved. Before making a permanent assignment the Employer shall post all permanent vacancies in shifts or job assignments for a period of 30 days during which employees may bid. Bids shall be awarded at the end of the 30 day bidding period. The employee will start the new assignment within two weeks after the close of the 30 day bid period except when extended by mutual consent, but in no case longer than 30 days from the award of the bid. Grievances arising under this section shall be processed up to Step 3 of the grievance procedure but not to arbitration.

24.4 An employee shall not have the right to bump for any reason.

24.5 The shift and pass day provisions of this Article shall not apply to those departments or agencies whose employees function on a rotating shift basis.

24.6 Nothing contained in Section 24.2 of this Article shall prevent mutually agreed to local arrangements regarding the method that pass days are to be selected.

24.7 The Employer agrees to provide the Union a list of its employees by department or agency and seniority and to update it quarterly.

ARTICLE 25

Labor/Management Committees

25.1 To facilitate communication between the parties and to promote a climate conducive to constructive employee relations, joint labor/management committees shall be established at the executive, departmental and local levels of operations to discuss the implementation of this Agreement and other matters of mutual interest. The size of the committees shall be limited to the least number of representatives needed to accomplish their objectives. Committee size shall be determined by mutually agreed upon arrangements at the appropriate level. The composition of each local Union's labor/management committee shall be at the discretion of the Union. Time approved for such meetings shall be authorized only for employees of the department or agency for which the meeting is held except that the President and five regional Vice Presidents of a statewide local can be granted time for departmental level labor/management committee meetings in agencies other than their own.

25.2 Such committees will meet as necessary. Written agenda will be submitted a week in advance of regular meetings. Special meetings may be requested by either party. An agenda will be submitted along with the request. Such special meetings will be scheduled as soon as possible.

25.3 Approved time spent in such meetings (including actual and necessary travel time, not to exceed eight hours each way, for executive and department level meetings) shall neither be charged to leave credits nor considered as overtime worked. Management shall make every effort to reschedule shift assignments or pass days so that meetings fall during working hours of Union representatives.

25.4 Labor/management committee meetings shall be conducted in good faith. These committees shall have no power to contravene any provisions of this Agreement or to agree to take any action beyond the authority of the management at the level at

which the meeting takes place. Matters may be referred to and from the facility and department or agency levels as necessary. The parties may issue joint meeting minutes and letters of understanding. Any arrangement which is mutually agreed upon shall be reduced to writing within 14 calendar days. Any arrangement which is the subject of a memorandum of understanding, letter of understanding or joint meeting minutes shall not be altered or modified by either party without first meeting and discussing with the other party at the appropriate level in a good faith effort to reach a successor agreement. Any alterations or modifications to a written local labor/management agreement as described in this section may occur no sooner than five days after such meeting and discussion and subsequent written notification of the changes received by the other party. Implementation of such alterations or modifications shall not occur without adherence to the procedures herein described. In cases where emergency conditions necessitate a variation of an established labor/management agreement by either party, the other party must be notified of such variation as soon as possible. Such variation will be reviewed by the designated Union and Management Chairs of the local labor/management committee within seven days. Disagreements growing out of the implementation of memorandum or letters of understanding may be initiated at the 3rd Step of the grievance procedure as contained in Article 7, paragraph 7.1(b).

25.5 Staff representatives of the Governor's Office of Employee Relations and the Union will render assistance to local joint committees in procedural and substantive issues as necessary to fulfill the objectives of this Article and may participate in such meetings.

25.6 The Employer and the Union will review the manner in which quality of work life efforts should be provided in this unit. Effective April 1, 2012, funding will be appropriated for that year and each successive year of this Agreement, as set forth in Article 1.1, for a statewide labor/management committee in the amount of \$279,000.

Effective April 1, 2014 that amount shall be increased to \$284,580; Effective April 1, 2015 that amount shall be increased to \$290, 272.

This section is not subject to the provisions of Article 7 of this Agreement.

25.7(a) The Employer shall continue the program established by Section 154-b(8) of the Civil Service Law to provide a survivor's benefit in the amount of \$50,000 in the event that an employee dies on or after the effective date of this Agreement as a result of an accidental on-the-job injury or disease provided that it is finally determined by the appropriate federal authorities that a public safety officer's death benefit is not payable pursuant to Section 3796 through Section 3796-C of Title 42 of the United States Code (the Federal Public Safety Officer Benefit Act) and provided that a death benefit is paid pursuant to the Workers' Compensation Law. Such survivor's benefit shall be paid to the employee's surviving spouse and dependent children as designated by the Workers' Compensation Board and in the same proportion as provided in the Workers' Compensation Law. In the event an employee is not survived by a spouse or dependent children, the survivor's benefit shall be paid to the estate of the employee. Such survivor's benefit shall be in addition to and not in place of any other survivor's or death benefit except that such benefit will not be payable if a public safety officer's death benefit is payable pursuant to the Federal Public Safety Officer Benefit Act.

(b) The Employer shall continue the program established by Section 154-b(3) of the Civil Service Law to provide an employee's dependent child or children who are designated to receive a death benefit by the Workers' Compensation Board as a result of a determination that such employee has died of an on-the-job injury or disease on or after the effective date of this Agreement with full tuition up to the amount charged by a SUNY college or university to attend any college or university provided such child or children meet the entrance requirements of that college or university.

25.8 The Employer shall not contract out for goods and services performed by employees which will result in any employee being reduced or laid off without prior

consultation with the Union concerning any possible effect on the terms and conditions of employment of employees covered by this Agreement.

25.9 The State of New York as the Employer and the Union agree that they shall hereinafter enter into a contract to provide for the implementation of an employee benefit fund, in accordance with such terms as shall be jointly agreed upon by the parties and subject to the approval of the Comptroller, to be administered by the Union to provide certain benefits for full-time annual salaried employees in the Security Services Unit.

For each full-time annual salaried unit employee, the Employer shall deposit an amount in the employee benefit fund as follows: April 1, 2009, \$40; April 1, 2010, \$40; April 1, 2011, \$40; April 1, 2012, \$40; April 1, 2013, \$40; April 1, 2014, \$40.80; April 1, 2015, \$41.62. For the purposes of determining the amount to be deposited in accordance with this section, the number of employees shall be determined to be the number of full-time annual salaried unit employees on the payroll each preceding March 1, as set forth above in this paragraph.

25.10 Family Benefits

(a) Dependent Care Advantage Account (DCAA)

The Employer and Union shall continue to provide the DCAA Program provided by the New York State Labor/Management Child Care Advisory Committee to the extent that federal and state laws allow. This program will provide employees with the opportunity to increase their spendable income by paying for all or part of selected benefits such as child care, elder care and dependent care with pre-tax dollars.

Effective on the date of ratification of this Agreement, the State shall provide an annual contribution to the Dependent Care Advantage Account as follows:

Employee Gross Annual Salary Employer Contribution

Under \$30,000	\$700
\$30,001-\$40,000	\$600
\$40,001-\$50,000	\$500
\$50,001-\$60,000	\$400
\$60,001-\$70,000	\$300
Over \$70,000	\$200

In subsequent years, the Employer contribution may be increased or reduced so as to fully expend available funds for this purpose, while maintaining salary sensitive differentials. In no event shall the aggregate employer contribution exceed the amounts provided for this purpose. In the interest of providing greater availability of dependent care and other services to NYSCOPBA-represented employees and maximizing resources available, the Family Benefits Program may support additional initiatives as recommended by the Advisory Committee.

A Joint Labor/Management Advisory Committee, which recognizes the need for combined representation of all employee negotiating units, and the State, will monitor and evaluate the Family Benefits Program and other work-life services.

Mutually agreed to activities of this Committee shall be funded pursuant to this section.

(b) The parties agree to participate in the LifeWorks program.

(c) The parties agree to continue participation in the Directions Program.

(d) Effective April 1, 2012 funding for the programs in this section, 25.10, shall be provided as follows: for DCAA and LifeWorks, \$430,500 for that year and each successive year of the contract as set forth in Article 1.1. Effective April 1, 2014 that amount shall be increased to \$439,110; Effective April 1, 2015 that amount shall be increased to \$447,892. This shall include funding for Directions with the agreed upon amount for each year. The parties agree that such funding is effective on the April 1, 2012, and shall sunset on the expiration date of this Agreement, unless extended by written mutual agreement by the parties.

25.11 The parties agree to form a joint labor-management committee to review and evaluate all leave usage by unit members who are interest arbitration ineligible and the manner of such usage and make recommendations to the Director of GOER and the President of NYSCOPBA for implementation.

ARTICLE 26
No Strike Clause

26.1 No lock out of employees shall be instituted by the Employer during the term of this Agreement.

26.2 No strike of any kind shall be instigated, encouraged, condoned or caused by the Union during the term of this Agreement.

ARTICLE 27

Preservation of Benefits

With respect to matters not covered by this Agreement, the Employer will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for employees without prior notice to the Union and when appropriate, without negotiations with the Union provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the Employer by Article 6 of this Agreement.

ARTICLE 28
Savings Clause

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or shall have the effect of loss to the State of funds made available through Federal law, such decision shall apply only to the specific article, section or portion thereof directly specified in the decision; upon the issuance of such a decision the parties agree immediately to negotiate a substitute for such article, section or portion thereof.

ARTICLE 29
Printing of Agreement

The Union shall be responsible for reproducing this Agreement. Distribution to the State and to employees will occur as soon as practicable following the execution of this Agreement. The cost of printing this Agreement shall be shared equally by the Union and the State.

ARTICLE 30
APPROVAL OF THE LEGISLATURE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 31

Conclusion of Collective Negotiations

31.1 The Employer and the Union agree that this Agreement is the entire Agreement, terminates all prior agreements or understandings and concludes all collective negotiations during its term. Neither party will during the term of this Agreement seek to unilaterally modify its terms through legislation or other means which may be available to them.

31.2 The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

31.3 The Employer and the Union agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement.

IN WITNESS THEREOF, The parties hereto have caused this Agreement to be signed by their respective representatives.

DATED:

**FOR NYS CORRECTIONAL OFFICERS
AND POLICE BENEVOLENT
ASSOCIATION**

**THE EXECUTIVE BRANCH OF
THE STATE OF NEW YORK,
GOVERNOR'S OFFICE OF
EMPLOYEE RELATIONS**

SECURITY UNIT EMPLOYEES

Donn Rowe
President

Joseph Bress
Chief Negotiator

Vincent Blasio
Secretary

Michael Volforte
Interim Director

Darryl Decker
Assistant Director
Employee Benefits Management Unit

Robert Dubois
Director
Employee Benefits Division
Department of Civil Service

APPENDIX A-1

NYSCOPBA SALARY SCHEDULE INTEREST ARBITRATION INELIGIBLE Effective March 26, 2009 (Institution) and Effective April 2, 2009 (Administration)

SG	Hiring Rate	Perf.	Perf.	Perf.	Perf.	Perf.	Job Rate	Perf. Adv.	10 Yr.	15 Yr.	20 Yr.	Long Max. 25 Yr.
		Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5			Long Step	Long Step	Long Step	Long Step
1	21404	22312	23220	24128	25036	25944	26852	908	28491	29933	32537	33979
2	22193	23149	24105	25061	26017	26973	27929	956	29662	31187	33863	35388
3	23298	24295	25292	26289	27286	28283	29280	997	31088	32679	35410	37002
4	24355	25406	26457	27508	28559	29610	30661	1051	32690	34233	37039	38582
5	25520	26623	27726	28829	29932	31035	32138	1103	34138	35895	38776	40535
6	26869	28032	29195	30358	31521	32684	33847	1163	35953	37809	40771	42627
7	28403	29612	30821	32030	33239	34448	35657	1209	37847	39774	42799	44726
8	30017	31273	32529	33785	35041	36297	37553	1256	39828	41832	44921	46924
9	31706	33017	34328	35639	36950	38261	39572	1311	41950	44043	47215	49307
10	33520	34898	36276	37654	39032	40410	41788	1378	44279	46475	49729	51923
11	35515	36949	38383	39817	41251	42685	44119	1434	46714	48998	52333	54617
12	37505	39002	40499	41996	43493	44990	46487	1497	49203	51592	55017	57408
13	39758	41321	42884	44447	46010	47573	49136	1563	51964	54453	57966	60456
14	42057	43696	45335	46974	48613	50252	51891	1639	54854	57463	61078	63687
15	44490	46195	47900	49605	51310	53015	54720	1705	57806	60522	64233	66950
16	47013	48796	50579	52362	54145	55928	57711	1783	60937	63777	67590	70429
17	49669	51546	53423	55300	57177	59054	60931	1877	64327	67313	71259	74246
18	52504	54475	56446	58417	60388	62359	64330	1971	67899	71041	75120	78264
19	55380	57437	59494	61551	63608	65665	67722	2057	71448	74727	78924	82204
20	58234	60384	62534	64684	66834	68984	71134	2150	75033	78462	82794	86224
21	61379	63620	65861	68102	70343	72584	74825	2241	78889	82466	86919	90495
22	64668	67042	69416	71790	74164	76538	78912	2374	83210	86989	91624	95404
23	68178	70620	73062	75504	77946	80388	82830	2442	87257	91154	95885	99783
24	71876	74411	76946	79481	82016	84551	87086	2535	91675	95713	100571	104610
25	75897	78539	81181	83823	86465	89107	91749	2642	96534	100746	105751	109962

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION INELIGIBLE
Effective March 25, 2010 (Institution) and
Effective April 1, 2010 (Administration)

SG	Hiring Rate	Perf.	Perf.	Perf.	Perf.	Perf.	Job Rate	Perf. Adv.	10 Yr.	15 Yr.	20 Yr.	Long Max 25 Yr.
		Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5			Long Step	Long Step	Long Step	Long Step
1	22260	23204	24148	25092	26036	26980	27924	944	29629	31128	33836	35336
2	23081	24075	25069	26063	27057	28051	29045	994	30847	32433	35216	36802
3	24230	25267	26304	27341	28378	29415	30452	1037	32332	33987	36827	38483
4	25329	26422	27515	28608	29701	30794	31887	1093	33997	35602	38520	40125
5	26541	27688	28835	29982	31129	32276	33423	1147	35503	37330	40327	42156
6	27944	29154	30364	31574	32784	33994	35204	1210	37394	39324	42405	44335
7	29539	30796	32053	33310	34567	35824	37081	1257	39359	41363	44509	46513
8	31218	32524	33830	35136	36442	37748	39054	1306	41420	43504	46717	48800
9	32974	34338	35702	37066	38430	39794	41158	1364	43631	45808	49107	51282
10	34861	36294	37727	39160	40593	42026	43459	1433	46050	48333	51718	53999
11	36936	38427	39918	41409	42900	44391	45882	1491	48581	50956	54425	56800
12	39005	40562	42119	43676	45233	46790	48347	1557	51172	53656	57218	59705
13	41348	42974	44600	46226	47852	49478	51104	1626	54045	56634	60287	62877
14	43739	45444	47149	48854	50559	52264	53969	1705	57051	59764	63523	66237
15	46270	48043	49816	51589	53362	55135	56908	1773	60117	62942	66802	69627
16	48894	50748	52602	54456	56310	58164	60018	1854	63373	66327	70292	73245
17	51656	53608	55560	57512	59464	61416	63368	1952	66900	70005	74109	77216
18	54604	56654	58704	60754	62804	64854	66904	2050	70616	73883	78126	81395
19	57595	59734	61873	64012	66151	68290	70429	2139	74304	77714	82079	85490
20	60563	62799	65035	67271	69507	71743	73979	2236	78034	81600	86105	89673
21	63834	66165	68496	70827	73158	75489	77820	2331	82047	85767	90398	94117
22	67255	69724	72193	74662	77131	79600	82069	2469	86539	90469	95289	99221
23	70905	73445	75985	78525	81065	83605	86145	2540	90749	94802	99722	103776
24	74751	77387	80023	82659	85295	87931	90567	2636	95340	99539	104591	108792
25	78933	81681	84429	87177	89925	92673	95421	2748	100397	104778	109983	114363

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION INELIGIBLE
Effective March 31, 2011 (Institution) and
Effective March 31, 2011 (Administration)

		Perf.	Perf.	Perf.	Perf.	Perf.			10 Yr.	15 Yr.	20 Yr.	Long Max. 25 Yr.
SG	Hiring Rate	Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5	Job Rate	Perf. Adv.	Long Step	Long Step	Long Step	Long Step
1	24335	25279	26223	27167	28111	29055	29999	944	31704	33203	35911	37411
2	25156	26150	27144	28138	29132	30126	31120	994	32922	34508	37291	38877
3	26305	27342	28379	29416	30453	31490	32527	1037	34407	36062	38902	40558
4	27404	28497	29590	30683	31776	32869	33962	1093	36072	37677	40595	42200
5	28616	29763	30910	32057	33204	34351	35498	1147	37578	39405	42402	44231
6	30019	31229	32439	33649	34859	36069	37279	1210	39469	41399	44480	46410
7	31614	32871	34128	35385	36642	37899	39156	1257	41434	43438	46584	48588
8	33293	34599	35905	37211	38517	39823	41129	1306	43495	45579	48792	50875
9	35049	36413	37777	39141	40505	41869	43233	1364	45706	47883	51182	53357
10	36936	38369	39802	41235	42668	44101	45534	1433	48125	50408	53793	56074
11	39011	40502	41993	43484	44975	46466	47957	1491	50656	53031	56500	58875
12	41080	42637	44194	45751	47308	48865	50422	1557	53247	55731	59293	61780
13	43423	45049	46675	48301	49927	51553	53179	1626	56120	58709	62362	64952
14	45814	47519	49224	50929	52634	54339	56044	1705	59126	61839	65598	68312
15	48345	50118	51891	53664	55437	57210	58983	1773	62192	65017	68877	71702
16	50969	52823	54677	56531	58385	60239	62093	1854	65448	68402	72367	75320
17	53731	55683	57635	59587	61539	63491	65443	1952	68975	72080	76184	79291
18	56679	58729	60779	62829	64879	66929	68979	2050	72691	75958	80201	83470
19	59670	61809	63948	66087	68226	70365	72504	2139	76379	79789	84154	87565
20	62638	64874	67110	69346	71582	73818	76054	2236	80109	83675	88180	91748
21	65909	68240	70571	72902	75233	77564	79895	2331	84122	87842	92473	96192
22	69330	71799	74268	76737	79206	81675	84144	2469	88614	92544	97364	101296
23	72980	75520	78060	80600	83140	85680	88220	2540	92824	96877	101797	105851
24	76826	79462	82098	84734	87370	90006	92642	2636	97415	101614	106666	110867
25	81008	83756	86504	89252	92000	94748	97496	2748	102472	106853	112058	116438

NYSOPBA SALARY SCHEDULE
INTEREST ARBITRATION INELIGIBLE
Effective April 3, 2014 (Institution) and
Effective March 27, 2014 (Administration)

SG	Hiring Rate	Perf.	Perf.	Perf.	Perf.	Perf.	Job Rate	Perf. Adv.	10 Yr.	15 Yr.	20 Yr.	Long Max. 25 Yr.
		Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5			Long Step	Long Step	Long Step	Long Step
1	24822	25785	26748	27711	28674	29637	30600	963	32339	33868	36630	38160
2	25659	26673	27687	28701	29715	30729	31743	1014	33581	35199	38037	39655
3	26831	27889	28947	30005	31063	32121	33179	1058	35097	36785	39682	41371
4	27952	29067	30182	31297	32412	33527	34642	1115	36794	38431	41408	43045
5	29188	30358	31528	32698	33868	35038	36208	1170	38330	40193	43250	45116
6	30619	31853	33087	34321	35555	36789	38023	1234	40257	42225	45368	47337
7	32246	33528	34810	36092	37374	38656	39938	1282	42262	44306	47515	49559
8	33959	35291	36623	37955	39287	40619	41951	1332	44364	46490	49767	51892
9	35750	37141	38532	39923	41314	42705	44096	1391	46618	48839	52204	54422
10	37675	39137	40599	42061	43523	44985	46447	1462	49090	51418	54871	57198
11	39791	41312	42833	44354	45875	47396	48917	1521	51670	54092	57631	60053
12	41902	43490	45078	46666	48254	49842	51430	1588	54312	56845	60478	63015
13	44291	45950	47609	49268	50927	52586	54245	1659	57245	59886	63612	66253
14	46730	48469	50208	51947	53686	55425	57164	1739	60308	63075	66909	69677
15	49312	51121	52930	54739	56548	58357	60166	1809	63439	66321	70258	73139
16	51988	53879	55770	57661	59552	61443	63334	1891	66756	69769	73813	76826
17	54806	56797	58788	60779	62770	64761	66752	1991	70355	73522	77708	80877
18	57813	59904	61995	64086	66177	68268	70359	2091	74145	77478	81805	85140
19	60863	63045	65227	67409	69591	71773	73955	2182	77908	81386	85838	89317
20	63891	66172	68453	70734	73015	75296	77577	2281	81713	85350	89946	93585
21	67227	69605	71983	74361	76739	79117	81495	2378	85807	89601	94325	98118
22	70717	73235	75753	78271	80789	83307	85825	2518	90384	94393	99309	103320
23	74440	77031	79622	82213	84804	87395	89986	2591	94682	98816	103835	107970
24	78363	81052	83741	86430	89119	91808	94497	2689	99365	103648	108801	113087
25	82628	85431	88234	91037	93840	96643	99446	2803	104522	108990	114299	118767

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION INELIGIBLE
Effective April 2, 2015 (Institution) and
Effective March 26, 2015 (Administration)

SG	Hiring Rate	Perf.	Perf.	Perf.	Perf.	Perf.	Job Rate	Perf. Adv.	10 Yr.	15 Yr.	20 Yr.	Long Max. 25 Yr.
		Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5			Long Step	Long Step	Long Step	Long Step
1	25318	26300	27282	28264	29246	30228	31210	982	32984	34543	37361	38921
2	26172	27206	28240	29274	30308	31342	32376	1034	34251	35901	38796	40446
3	27368	28447	29526	30605	31684	32763	33842	1079	35798	37520	40475	42198
4	28511	29648	30785	31922	33059	34196	35333	1137	37528	39198	42234	43904
5	29772	30965	32158	33351	34544	35737	36930	1193	39094	40995	44113	46016
6	31231	32490	33749	35008	36267	37526	38785	1259	41064	43071	46277	48285
7	32891	34199	35507	36815	38123	39431	40739	1308	43109	45194	48468	50552
8	34638	35997	37356	38715	40074	41433	42792	1359	45253	47422	50764	52932
9	36465	37884	39303	40722	42141	43560	44979	1419	47551	49817	53249	55512
10	38429	39920	41411	42902	44393	45884	47375	1491	50071	52445	55967	58341
11	40587	42138	43689	45240	46791	48342	49893	1551	52701	55172	58781	61252
12	42740	44360	45980	47600	49220	50840	52460	1620	55400	57983	61689	64277
13	45177	46869	48561	50253	51945	53637	55329	1692	58389	61083	64883	67577
14	47665	49439	51213	52987	54761	56535	58309	1774	61516	64338	68249	71072
15	50298	52143	53988	55833	57678	59523	61368	1845	64706	67646	71662	74600
16	53028	54957	56886	58815	60744	62673	64602	1929	68092	71166	75291	78364
17	55902	57933	59964	61995	64026	66057	68088	2031	71763	74993	79263	82496
18	58969	61102	63235	65368	67501	69634	71767	2133	75629	79028	83442	86844
19	62080	64306	66532	68758	70984	73210	75436	2226	79468	83016	87557	91105
20	65169	67496	69823	72150	74477	76804	79131	2327	83350	87059	91747	95459
21	68572	70998	73424	75850	78276	80702	83128	2426	87526	91396	96215	100083
22	72131	74700	77269	79838	82407	84976	87545	2569	92195	96284	101299	105390
23	75929	78572	81215	83858	86501	89144	91787	2643	96577	100794	105913	110131
24	79930	82673	85416	88159	90902	93645	96388	2743	101353	105722	110978	115350
25	84281	87140	89999	92858	95717	98576	101435	2859	106613	111170	116585	121142

APPENDIX A-2

NYSOPBA SALARY SCHEDULE INTEREST ARBITRATION ELIGIBLE Effective March 26, 2009 (Institution) and Effective April 2, 2009 (Administration)

SG	Hiring Rate	Perf.	Perf.	Perf.	Perf.	Perf.	Job Rate	Perf. Adv.	10 Yr.	15 Yr.	20 Yr.	Long Max. 25 Yr.
		Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5			Long Step	Long Step	Long Step	Long Step
1	23,964	24,896	25,828	26,760	27,692	28,624	29,556	932	31,203	32,652	35,268	36,718
2	24,775	25,757	26,739	27,721	28,703	29,685	30,667	982	32,408	33,942	36,631	38,164
3	25,908	26,933	27,958	28,983	30,008	31,033	32,058	1,025	33,874	35,473	38,217	39,816
4	26,994	28,075	29,156	30,237	31,318	32,399	33,480	1,081	35,519	37,072	39,889	41,441
5	28,191	29,325	30,459	31,593	32,727	33,861	34,995	1,134	37,005	38,773	41,666	43,435
6	29,576	30,771	31,966	33,161	34,356	35,551	36,746	1,195	38,863	40,727	43,703	45,566
7	31,153	32,395	33,637	34,879	36,121	37,363	38,605	1,242	40,806	42,743	45,782	47,717
8	32,812	34,102	35,392	36,682	37,972	39,262	40,552	1,290	42,840	44,852	47,957	49,970
9	34,547	35,894	37,241	38,588	39,935	41,282	42,629	1,347	45,021	47,123	50,309	52,413
10	36,413	37,829	39,245	40,661	42,077	43,493	44,909	1,416	47,414	49,618	52,888	55,094
11	38,463	39,937	41,411	42,885	44,359	45,833	47,307	1,474	49,914	52,211	55,562	57,859
12	40,505	42,044	43,583	45,122	46,661	48,200	49,739	1,539	52,469	54,869	58,312	60,713
13	42,821	44,427	46,033	47,639	49,245	50,851	52,457	1,606	55,300	57,800	61,333	63,831
14	45,183	46,867	48,551	50,235	51,919	53,603	55,287	1,684	58,265	60,885	64,518	67,138
15	47,684	49,435	51,186	52,937	54,688	56,439	58,190	1,751	61,292	64,021	67,748	70,477
16	50,277	52,107	53,937	55,767	57,597	59,427	61,257	1,830	64,498	67,350	71,186	74,038
17	53,002	54,931	56,860	58,789	60,718	62,647	64,576	1,929	67,987	70,989	74,954	77,956
18	55,918	57,941	59,964	61,987	64,010	66,033	68,056	2,023	71,642	74,800	78,899	82,055
19	58,873	60,987	63,101	65,215	67,329	69,443	71,557	2,114	75,301	78,595	82,813	86,107
20	61,805	64,015	66,225	68,435	70,645	72,855	75,065	2,210	78,982	82,430	86,780	90,229
21	65,034	67,337	69,640	71,943	74,246	76,549	78,852	2,303	82,935	86,530	91,007	94,600
22	68,416	70,855	73,294	75,733	78,172	80,611	83,050	2,439	87,369	91,167	95,826	99,625
23	72,024	74,533	77,042	79,551	82,060	84,569	87,078	2,509	91,528	95,443	100,199	104,114
24	75,823	78,425	81,027	83,629	86,231	88,833	91,435	2,602	96,045	100,103	104,987	109,045
25	79,954	82,668	85,382	88,096	90,810	93,524	96,238	2,714	101,046	105,279	110,309	114,543

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION ELIGIBLE
Effective March 25, 2010 (Institution) and
Effective April 1, 2010 (Administration)

												Long Max.
		Perf.	Perf.	Perf.	Perf.	Perf.			10 Yr.	15 Yr.	20 Yr.	25 Yr.
SG	Hiring Rate	Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5	Job Rate	Perf. Adv.	Long Step	Long Step	Long Step	Long Step
1	24,923	25,892	26,861	27,830	28,799	29,768	30,737	969	32,450	33,957	36,677	38,185
2	25,766	26,787	27,808	28,829	29,850	30,871	31,892	1,021	33,703	35,298	38,095	39,689
3	26,944	28,010	29,076	30,142	31,208	32,274	33,340	1,066	35,229	36,892	39,745	41,408
4	28,074	29,198	30,322	31,446	32,570	33,694	34,818	1,124	36,939	38,554	41,483	43,097
5	29,319	30,498	31,677	32,856	34,035	35,214	36,393	1,179	38,483	40,322	43,331	45,171
6	30,759	32,002	33,245	34,488	35,731	36,974	38,217	1,243	40,419	42,357	45,452	47,390
7	32,399	33,691	34,983	36,275	37,567	38,859	40,151	1,292	42,440	44,455	47,615	49,627
8	34,124	35,466	36,808	38,150	39,492	40,834	42,176	1,342	44,556	46,648	49,877	51,971
9	35,929	37,330	38,731	40,132	41,533	42,934	44,335	1,401	46,823	49,009	52,322	54,510
10	37,870	39,343	40,816	42,289	43,762	45,235	46,708	1,473	49,313	51,605	55,006	57,300
11	40,002	41,535	43,068	44,601	46,134	47,667	49,200	1,533	51,911	54,300	57,785	60,174
12	42,125	43,726	45,327	46,928	48,529	50,130	51,731	1,601	54,570	57,066	60,647	63,144
13	44,534	46,204	47,874	49,544	51,214	52,884	54,554	1,670	57,511	60,111	63,785	66,383
14	46,990	48,741	50,492	52,243	53,994	55,745	57,496	1,751	60,593	63,318	67,096	69,821
15	49,591	51,412	53,233	55,054	56,875	58,696	60,517	1,821	63,743	66,581	70,457	73,295
16	52,288	54,191	56,094	57,997	59,900	61,803	63,706	1,903	67,077	70,043	74,032	76,998
17	55,122	57,128	59,134	61,140	63,146	65,152	67,158	2,006	70,705	73,828	77,951	81,073
18	58,155	60,259	62,363	64,467	66,571	68,675	70,779	2,104	74,508	77,793	82,056	85,338
19	61,228	63,427	65,626	67,825	70,024	72,223	74,422	2,199	78,316	81,742	86,128	89,554
20	64,277	66,576	68,875	71,174	73,473	75,772	78,071	2,299	82,145	85,731	90,255	93,842
21	67,635	70,030	72,425	74,820	77,215	79,610	82,005	2,395	86,251	89,990	94,646	98,383
22	71,153	73,690	76,227	78,764	81,301	83,838	86,375	2,537	90,867	94,817	99,662	103,613
23	74,905	77,514	80,123	82,732	85,341	87,950	90,559	2,609	95,187	99,259	104,205	108,276
24	78,856	81,562	84,268	86,974	89,680	92,386	95,092	2,706	99,886	104,107	109,186	113,406
25	83,152	85,975	88,798	91,621	94,444	97,267	100,090	2,823	105,090	109,493	114,724	119,127

**NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION ELIGIBLE
Effective April 3, 2014 (Institution) and
Effective March 27, 2014 (Administration)**

		Perf.	Perf.	Perf.	Perf.	Perf.			10 Yr.	15 Yr.	20 Yr.	Long Max.
SG	Hiring Rate	Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5	Job Rate	Perf. Adv.	Long Step	Long Step	Long Step	Long Step
1	25,421	26,410	27,399	28,388	29,377	30,366	31,355	989	33,102	34,639	37,414	38,952
2	26,281	27,323	28,365	29,407	30,449	31,491	32,533	1,042	34,380	36,007	38,860	40,486
3	27,483	28,570	29,657	30,744	31,831	32,918	34,005	1,087	35,932	37,628	40,538	42,234
4	28,635	29,782	30,929	32,076	33,223	34,370	35,517	1,147	37,680	39,328	42,315	43,962
5	29,905	31,108	32,311	33,514	34,717	35,920	37,123	1,203	39,255	41,131	44,200	46,077
6	31,374	32,642	33,910	35,178	36,446	37,714	38,982	1,268	41,228	43,205	46,362	48,338
7	33,047	34,365	35,683	37,001	38,319	39,637	40,955	1,318	43,290	45,345	48,568	50,621
8	34,806	36,175	37,544	38,913	40,282	41,651	43,020	1,369	45,448	47,581	50,875	53,011
9	36,648	38,077	39,506	40,935	42,364	43,793	45,222	1,429	47,760	49,989	53,369	55,601
10	38,627	40,130	41,633	43,136	44,639	46,142	47,645	1,503	50,302	52,640	56,109	58,449
11	40,802	42,366	43,930	45,494	47,058	48,622	50,186	1,564	52,951	55,388	58,943	61,379
12	42,968	44,601	46,234	47,867	49,500	51,133	52,766	1,633	55,662	58,208	61,860	64,407
13	45,425	47,128	48,831	50,534	52,237	53,940	55,643	1,703	58,659	61,311	65,059	67,709
14	47,930	49,716	51,502	53,288	55,074	56,860	58,646	1,786	61,805	64,584	68,438	71,218
15	50,583	52,440	54,297	56,154	58,011	59,868	61,725	1,857	65,016	67,910	71,864	74,759
16	53,334	55,275	57,216	59,157	61,098	63,039	64,980	1,941	68,418	71,444	75,513	78,538
17	56,224	58,270	60,316	62,362	64,408	66,454	68,500	2,046	72,118	75,303	79,509	82,693
18	59,318	61,464	63,610	65,756	67,902	70,048	72,194	2,146	75,998	79,348	83,697	87,044
19	62,453	64,696	66,939	69,182	71,425	73,668	75,911	2,243	79,883	83,377	87,851	91,346
20	65,563	67,908	70,253	72,598	74,943	77,288	79,633	2,345	83,788	87,446	92,061	95,719
21	68,988	71,431	73,874	76,317	78,760	81,203	83,646	2,443	87,977	91,791	96,540	100,352
22	72,576	75,164	77,752	80,340	82,928	85,516	88,104	2,588	92,686	96,715	101,657	105,687
23	76,403	79,064	81,725	84,386	87,047	89,708	92,369	2,661	97,090	101,243	106,288	110,440
24	80,433	83,193	85,953	88,713	91,473	94,233	96,993	2,760	101,883	106,188	111,369	115,673
25	84,815	87,695	90,575	93,455	96,335	99,215	102,095	2,880	107,195	111,686	117,022	121,513

**NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION ELIGIBLE
Effective April 2, 2015 (Institution) and
Effective March 26, 2015 (Administration)**

		Perf.	Perf.	Perf.	Perf.	Perf.			10 Yr.	15 Yr.	20 Yr.	Long Max.
SG	Hiring Rate	Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5	Job Rate	Perf. Adv.	Long Step	Long Step	Long Step	Long Step
1	25,929	26,938	27,947	28,956	29,965	30,974	31,983	1,009	33,765	35,333	38,163	39,732
2	26,807	27,870	28,933	29,996	31,059	32,122	33,185	1,063	35,069	36,728	39,639	41,297
3	28,033	29,142	30,251	31,360	32,469	33,578	34,687	1,109	36,653	38,382	41,351	43,081
4	29,208	30,378	31,548	32,718	33,888	35,058	36,228	1,170	38,434	40,115	43,162	44,842
5	30,503	31,730	32,957	34,184	35,411	36,638	37,865	1,227	40,040	41,953	45,084	46,998
6	32,001	33,295	34,589	35,883	37,177	38,471	39,765	1,294	42,056	44,072	47,293	49,308
7	33,708	35,052	36,396	37,740	39,084	40,428	41,772	1,344	44,154	46,250	49,537	51,631
8	35,502	36,898	38,294	39,690	41,086	42,482	43,878	1,396	46,355	48,530	51,890	54,069
9	37,381	38,839	40,297	41,755	43,213	44,671	46,129	1,458	48,718	50,991	54,439	56,716
10	39,400	40,933	42,466	43,999	45,532	47,065	48,598	1,533	51,308	53,693	57,231	59,618
11	41,618	43,213	44,808	46,403	47,998	49,593	51,188	1,595	54,008	56,494	60,120	62,605
12	43,827	45,493	47,159	48,825	50,491	52,157	53,823	1,666	56,777	59,374	63,099	65,697
13	46,334	48,071	49,808	51,545	53,282	55,019	56,756	1,737	59,832	62,537	66,360	69,063
14	48,889	50,711	52,533	54,355	56,177	57,999	59,821	1,822	63,043	65,878	69,809	72,644
15	51,595	53,489	55,383	57,277	59,171	61,065	62,959	1,894	66,316	69,268	73,301	76,254
16	54,401	56,381	58,361	60,341	62,321	64,301	66,281	1,980	69,788	72,874	77,025	80,110
17	57,348	59,435	61,522	63,609	65,696	67,783	69,870	2,087	73,560	76,809	81,099	84,347
18	60,504	62,693	64,882	67,071	69,260	71,449	73,638	2,189	77,518	80,935	85,371	88,785
19	63,702	65,990	68,278	70,566	72,854	75,142	77,430	2,288	81,481	85,045	89,609	93,174
20	66,874	69,266	71,658	74,050	76,442	78,834	81,226	2,392	85,464	89,195	93,903	97,634
21	70,368	72,860	75,352	77,844	80,336	82,828	85,320	2,492	89,738	93,628	98,472	102,360
22	74,028	76,668	79,308	81,948	84,588	87,228	89,868	2,640	94,542	98,651	103,692	107,803
23	77,931	80,645	83,359	86,073	88,787	91,501	94,215	2,714	99,030	103,266	108,412	112,647
24	82,042	84,857	87,672	90,487	93,302	96,117	98,932	2,815	103,920	108,311	113,596	117,986
25	86,511	89,449	92,387	95,325	98,263	101,201	104,139	2,938	109,341	113,922	119,365	123,945

Appendix B

Training Notices

Agencies will continue procedures to insure that notices of agency level training programs are posted for 15 days on bulletin boards whenever practical. At the request of the Union, agency level labor/management committees will review criteria and method of selection of assignment to agency training programs. If such meetings fail to resolve the issue, the Union may request an executive level labor/management meeting as provided in Article 25 to discuss the matter.

Appendix C

The items in this Appendix are reviewable pursuant to Article 7.1(b) of the Security Services Unit Agreement.

Counseling

Counseling is an effort on the part of a supervisor to provide to an employee, positively or negatively, significant feedback regarding on-the-job activity. It is meant to be a positive communications device, clarifying what has occurred and what is expected. Counseling is not disciplinary, having constructive goals, such as assisting in employee development, or teaching or modifying behavior. It involves face-to-face contact, and out of respect for the employee and the process, must be conducted in private. Counseling is a direct technique that should involve two individuals, the supervisor and the subordinate. If the counseling situation warrants that more than one supervisor be present, the employee being counseled must be afforded the opportunity to invite a Union representative who is readily available to attend the counseling session.

Counseling is not viewed as a routine matter. When contemplating the issuance of a follow up memo, supervisors should consider if that level of formal response is necessary or appropriate. Not all incidents require counseling; not all counseling requires the issuance of a memo. Consideration of this action may be appropriate for discussion with higher levels of supervision and/or the personnel department. If such a memo is issued to an employee, it must accurately describe the discussion and clearly establish expectations for the future. Overall, counseling is viewed as a supportive supervisory means of communicating with employees.

An employee is not required to sign a counseling memo. An employee may be asked to acknowledge receipt of a counseling memo by signing it prior to its placement in his official personal history folder. Such signature does not necessarily indicate agreement with the contents of the memo. The employee has the right to file a response to a counseling memo in his official personal history folder. Grievances arising out of the application of this Appendix shall be processed pursuant to Article 7, paragraph 7.1(b).

Labor/Management Agreements

It is the intention of the State to continue all existing labor/management agreements subject to the provisions of Article 25 of the Agreement and consistent with this Agreement notwithstanding the provisions of Article 31 of the Agreement.

Appendix "D"

Seasonal/Temporary Part-Time Employees Agreement

(1) The provisions of the Security Services Unit Agreement shall be applied as specified in this Agreement (excluding Articles 5.3, 9, 11, 12, 14, 16, 18, 20 and 24) to Seasonal and part-time temporary employees other than those in annual salaried positions insofar as they are applicable by their terms; such employees are hereinafter referred to as "employees."

(2) Employees who work at least 160 hours during the season (at least 20 days) will be entitled to additional compensation at their hourly rate, up to a maximum of eight hours, for time worked on each of the first three (3) days during their employment in any seasonal period (4/1 to 9/30 and 10/1 to 3/31) which are observed as holidays by the State. Such compensation should be paid retroactively upon completion of five weeks of work.

(3)(a) The State will continue to provide seasonal employees presently receiving uniforms with uniforms according to the policies in effect in the employing agencies.

(b) Temporary part-time employees in the title of Conservation Security Worker or Assistant Forest Ranger, who work more than 520 hours in a fiscal year, shall receive one-quarter of the uniform allowance provided in Article 20 of the Security Services Unit Agreement payable upon completion of the 520 hours of work once during the fiscal year.

(c) Temporary part-time employees in the title of Conservation Security Worker or Assistant Forest Ranger, who work more than 1,040 hours in a fiscal year shall be eligible to receive an additional one-quarter of the uniform allowance provided

in Article 20 of the Security Services Unit Agreement payable upon completion of the 1,040 hours of work once during the fiscal year.

(d) Effective April 1, 2012, the uniform allowance provided in Article 20 of \$1075 shall be applied to all employees in titles who are required to wear uniforms and will be paid on the same pro-rata basis as in 3(b) and (c). This uniform allowance will continue as a separate payment for those employees covered by the appendix.

(4) Employees who have completed at least six years of continuous service of six pay periods on a scheduled half-time or greater basis in each of those six years, shall be entitled to an exit interview with the appointing authority or designee following notice of involuntary separation. In such instances, the local union representative shall be notified of the involuntary separation, and may accompany the employee in the exit interview session.

(5)(a) Employees may purchase health insurance under the terms of the health insurance contracts in force during this Agreement. Such coverage is offered on a full pay basis (i.e., both the Employer and the employee share) through December 31, 2000 for the duration of their employment. Effective January 1, 2001, Seasonal employees will be eligible for health insurance at the employee premium share while they are on the payroll as follows: the employee must be expected to work at least six months and the employee must be employed on at least a half-time basis. Upon an employee leaving the payroll, if the employee is not off the payroll for more than six months, the employee is eligible for health insurance upon the return to work and will not be required to satisfy the six month minimum employment requirement.

(b) Employees who have completed at least six years of continuous service of six pay periods on a scheduled 40 hours a pay period or greater basis in each of those

six years and who are eligible for rehire, may continue their health insurance coverage on a full pay basis between seasons. Should an employee fail to return in the following season, health insurance coverage will be terminated.

(6) Seasonal employees who have been continuously employed on at least a forty hours per pay period basis, for 19 pay periods, shall be entitled to attendance rules coverage, in accordance with Civil Service Attendance Rules and the appropriate provisions of this negotiated Agreement. Employees not covered by the Attendance Rules and not eligible for Workers' Compensation leave provisions will be allowed leave with pay for injuries sustained in the line of duty. Use of such leave is to be held to a minimum and, in no event, is to exceed three days or 24 hours pay per year, whichever is less.

(7) Compensation

(a) The salary provisions of Article 11.2 of the Security Services Unit Agreement shall apply to all employees.

(b) The provisions of Article 11.9, Pre-Shift Briefings, shall be applicable to employees employed on a normal 35 to 40 hour week basis in the following titles: Park Ranger, Safety and Security Officer, Conservation Security Worker, Lake George Marine Officer 1, Lake George Marine Officer 2 and Assistant Forest Ranger.

Mr. Donn Rowe
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Outside Police Agreement

Dear Mr. Rowe:

When a representative of any outside police or investigative agency other than representatives of the agency or department in which the employee is employed, seeks to interrogate, question or interview an on-duty employee in connection with an investigation, the employee is not under any compulsion or requirement as a condition of his employment to submit to such interrogation conducted at the work site by the representative of such outside police or investigative agency. Management will not seek or attempt to coerce or persuade any employee to submit to such interrogation conducted by the representatives of such outside police or investigative agency.

The provisions hereof are not applicable to interrogations of an employee by representatives of the agency or department in which the employee is employed or by any Commissions or bodies charged by the Mental Hygiene Law with the duty to conduct investigations.

Sincerely,

/s/ Gary Johnson
Director

Side letter

Mr. Donn Rowe
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Dear Mr. Rowe:

This is to confirm that the Employer intends to increase the Correction Officer
Trainee rate consistent with the 2009-2016 salary increases for the Correction Officers
in the Security Services Unit.

Sincerely,

Gary Johnson
Director

Mr. Donn Rowe
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Dear Mr. Rowe:

During negotiations between the State and NYSCOPBA for the Security Services Unit in June 2012, you mentioned that it is NYSCOPBA's desire that all temporary retirement benefits be extended as was done in the 2003-2007 negotiations.

While there presently are certain temporary retirement benefits provided for employees in the Security Services Unit, the subject of retirement is a prohibited subject of negotiations. While we did not negotiate nor discuss these matters in our current negotiations, pursuant to law, the existing temporary retirement benefits will continue until otherwise modified or revised through the legislative process.

Sincerely,

/s/ Gary Johnson
Director

Mr. Donn Rowe
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Article 17, Travel

Dear Mr. Rowe:

This is to confirm our understanding on certain issues related to Article 17,
Travel, as described below:

(1) Notification of change

In the event of any change in the rate of reimbursement, the Union shall be promptly furnished with a copy of such changes and the changes will also be posted for employee inspection and information.

(2) Incidentals

Parking, tolls, taxis, and similar expenses shall continue to be reimbursed in accordance with the Comptroller's Rules and Regulations.

(3) Reimbursement Methods

The provisions of Article 17 as they relate to reimbursement for lodging and meal expenses for authorized overnight travel, be they receipted or unreceipted, do not contemplate any change in the current method by which the Comptroller requires employees to compute expenses on travel vouchers. These methods are commonly known as "Method I" for unreceipted travel and "Method II" for receipted travel.

I trust the above is reflective of our understanding.

Sincerely,

/s/ Gary Johnson
Director

Mr. Donn Rowe
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Dear Mr. Rowe:

The State and NYSCOPBA recognize that in the course of performing their jobs, exposure to tuberculosis (TB) and the possibility of contracting active TB is a major concern for employees and their families.

The State and NYSCOPBA are committed to the ongoing exploration of a range of accommodations in those instances where an employee has contracted active TB. Such accommodations warranting further exploration may include development of reassignments to non-contact positions to limit the exposure of employees as medically necessary and discussion of the concept of redeployment to another State agency of such an employee when continued performance of job duties would place an employee "at risk."

Discussion, consideration and exploration will be undertaken by a statewide joint labor/management work group under the auspices of Article 22 of the Agreement. The mechanics of how such accommodations might be accomplished, contractual implications, and the process by which suitable alternate placement opportunities might be facilitated will be discussed. The parties will evaluate the legal, fiscal and operational ramifications of such a concept, and consider other supportive measures such as retraining and counseling beyond that which would otherwise be provided on an agency basis. Although the focus of discussions pertains primarily to TB, the parties will discuss other infectious diseases as well.

Of course, pro-active agency approaches such as education, the development of protocols, and the availability of proper equipment will remain a priority to help reduce the possibility of exposure.

Sincerely,

/s/ Gary Johnson
Director



Members Assistance Program

Vision: *All members of NYSCOPBA are empowered with courage and resource availability to avail themselves and their families of professional services, without stigma, in their efforts to reduce stress, personal crisis, and emotional turmoil resulting in more resilient and productive public safety providers.*

Addressing issues such as:

Assessment & Referral	Mental Health Issues	Medical Issues
Critical Incident Stress	Financial Issues	Marital Discord
Alcohol abuse	Substance Abuse	AA, AA
PTSD	Gambling Issues	Family Issues
Domestic Violence	Health & Nutrition	Retirement
Spiritual	Educational Seminars	Referrals
One-on-One counseling		
Critical incident stress management	Suicide intervention/prevention	

For Confidential Assistance:

Cindy Goss, M.A.

Program Director

Catch a Falling Star Law Enforcement Assistance Program

(716) 656-8641 Office ~ (716) 435-4895 Cell ~ LAWEEP@aol.com

www.catchafallingstar.net

The Standard Life Insurance Company of New York • Beneficiary Designation/Change

This designation will apply to The Standard Life Insurance Company of New York's following coverage(s) available to you through your membership in NYSCOPBA: Basic Life, Basic Accidental Death & Dismemberment (AD&D), Voluntary Life and Voluntary AD&D insurance coverage.

Sign and date the completed form and return it to Norvest at the following address: Norvest Financial Services, Inc., 930 Albany-Shaker Road, Latham, New York 12110. Designations made below, on a separate sheet of paper, are not valid unless signed, dated, and delivered to Norvest Financial Services, Inc., third party administrator for NYSCOPBA during your lifetime.

MEMBER INFORMATION

Name (Last, First, Middle)		Social Security No.	
Address	City	State	Zip
Group Name New York State Correctional Officers and Police Benevolent Association, Inc.		Group No. 645228-C	

BENEFICIARY INFORMATION

- Your designation revokes all prior designations.
- Benefits are payable to a contingent Beneficiary only if you are not survived by one or more primary Beneficiaries.
- If you name two or more Beneficiaries in a class (primary or contingent), two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
- If a minor (a person not of legal age) or your estate is the Beneficiary, it may be necessary to have a guardian or a legal representative appointed by the court before any death benefit can be paid. If the Beneficiary is a trust or trustee, the written trust must be identified in the Beneficiary designation. For example, "Dorothy Q. Smith, trustee under the trust agreement dated _____".
- A power of attorney must grant specific authority, by the terms of the document or applicable law, to make or change a Beneficiary designation. If you have questions, consult your legal advisor.
- Dependents insurance and Supplemental Life Insurance on your Spouse, if any, is payable to you, if living, or as provided under your coverage under the Group Policy.
- If you complete the "% of Benefit" box (es), the amounts should add up to 100% for each class (primary or contingent) For example, "Primary- John Q. Doe; 60%; and Jane Q Doe, 40%."

BENEFICIARY DESIGNATION for NYSCOPBA'S FREE \$30,000 BASIC LIFE and FREE \$30,000 AD&D INSURANCE

Completing these designations revokes all prior designations.

Primary-Full Name	Relationship	Soc. Sec. No.	% of Benefit

Contingent-Full Name	Relationship	Soc. Sec. No.	% of Benefit

BENEFICIARY DESIGNATION for OPTIONAL LIFE *(only if different from above)*

Primary-Full Name	Relationship	Soc. Sec. No.	% of Benefit

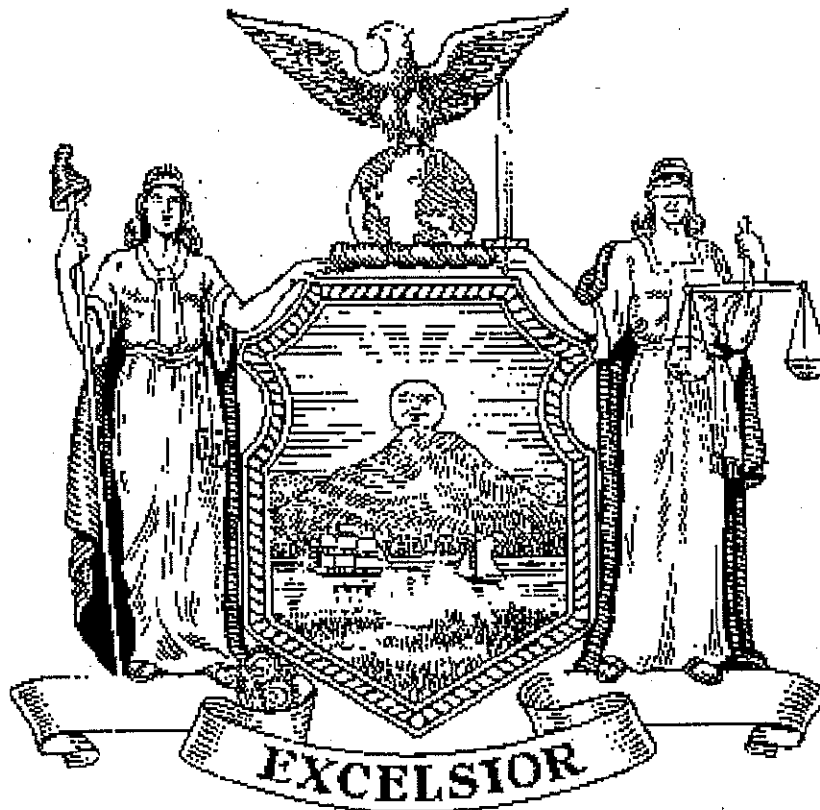
Contingent-Full Name	Relationship	Soc. Sec. No.	% of Benefit

Signature of Member

Date

STATE OF NEW YORK
DEPARTMENT OF CORRECTIONAL
SERVICES

INMATE GRIEVANCE PROGRAM

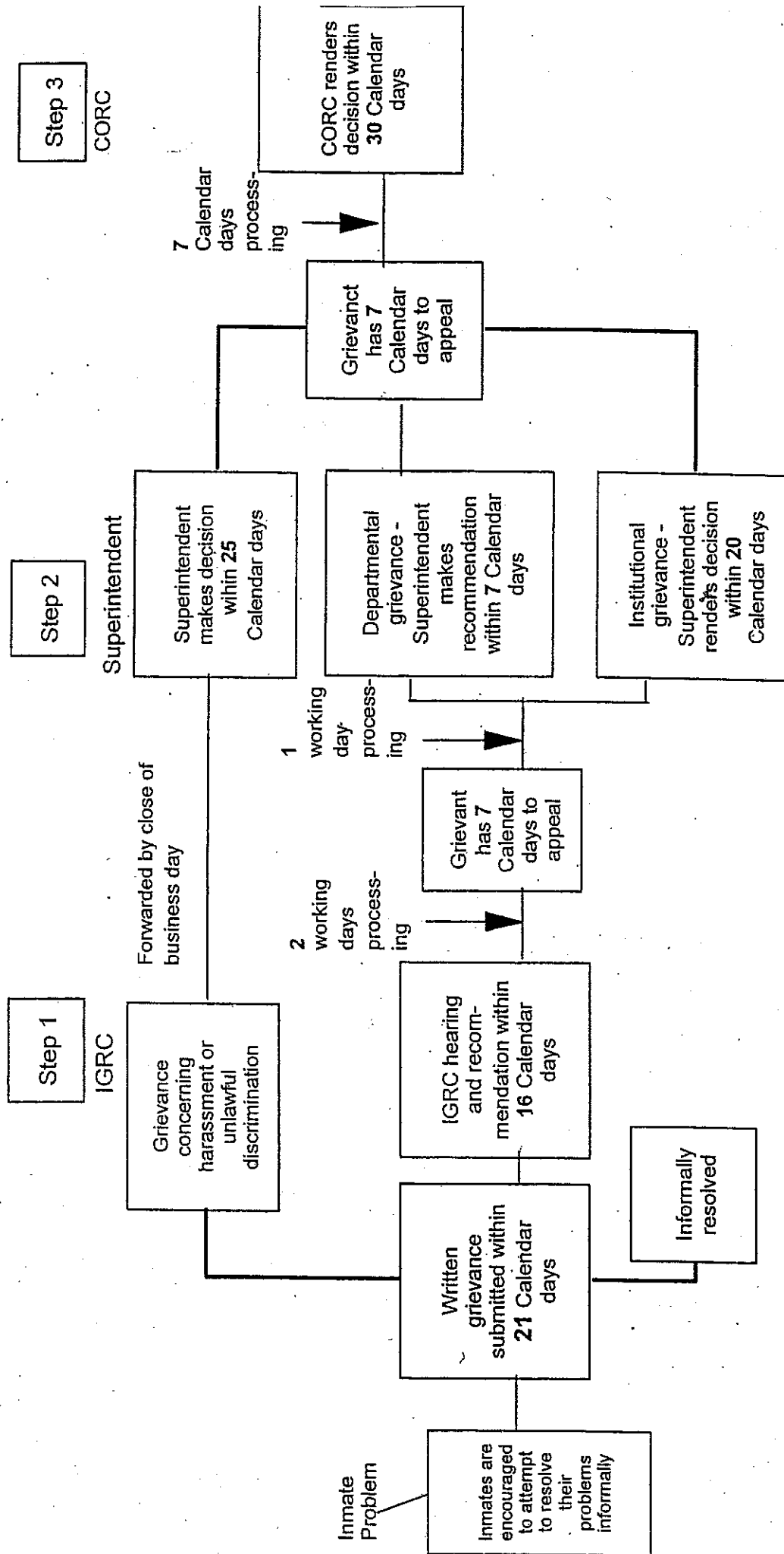


SERGEANT'S TRAINING MANUAL

Julie Davis
(518) 457-1885

Inmate Grievance Program

Procedural
Steps &
Time
Frames



INVESTIGATION TECHNIQUES

Fundamental 5 W's & H:

- WHO: Fully identify people involved in grievance and investigation.
- WHAT: Explain and clarify what happened.
- WHERE: Where did it happen?
- WHEN: When did it happen should include date and time at any act or acts.
- WHY: Why did incident occur if known?
- HOW: How did it happen should provide information which verifies, supplements or contradicts the incident provided by the grievant.

The investigation should stand on its own which should reduce the follow up request form CORC for information. A well written and documented investigation enhances the credibility of the Superintendent's response for anybody who may review it, i.e.: CORC members, Commissioner or Deputy Commissioners, Attorney General, etc.

INVESTIGATIONS * SHOULD BE:

Legible

Properly and completely filed out.

- identify investigator and title.
- identify employee interviewed with full name and title.

State the obvious (sometimes it is not so obvious).

Avoid slang and use proper terms (no profanity unless being quoted).

Use Complete and proper sentences.

Use language you normally use and avoid words if you are not sure of their meaning.

REMEMBER:

Include copies of relevant memos and Facility Policy & Procedures.

Update investigations as new information is obtained and as necessary

******HARASSMENT******

1. Written Statement from Employee
2. Written Report confirming interview with grievant, witness and any direct party.
3. Copies of pertinent documentation i.e.: misbehavior report.
4. Written Report to indicate evidence of or lack of evidence exists.

INMATE GRIEVANCE PROGRAM

- I. Statutory Mandate
 - A. Section 139 NYS Correction Law
 - B. N.Y.C.R.R., Title 7, Part 701
 - C. Department Directives 4040/4041
- II. Basic Principles of a Credible, Effective Grievance Mechanism
 - A. Participation by the involved individuals in designing and operating the mechanism.
 - B. Training & Orientation of the involved individuals.
 - C. Resolution of a grievance at the lowest possible level, by the people closest to the problem.
 - D. Written Responses with reasons for denial from each Review Level.
 - E. Time limits for the response from each Review Level.
 - F. Independent review from outside the facility.
 - G. A monitoring system to insure implementation of decisions - regular submission of reports & audits.
- III. Purpose - Advantages/Benefits
 - A. To solve problems.
 - B. Provide a visible & acceptable method for complaint resolution.
 - C. Ventilation.
 - D. Clarify/modify institutional/Departmental policy & procedures.
 - E. Ameliorate conditions/systematic improvements.
 - F. Staff education - recognition of inmate rights
- liabilities of behavior.
 - G. Management tool
 - Monitor implementation of policy & procedure Central Office - Facility Superintendent/Executive Team - Staff.

Not an Adversary Procedure

 - Not to assign blame or punish staff
- IV. Structure - 3 levels
 1. IGRC - informal hearing - recommendation
 2. Superintendent
 3. CORC - Central Office Review Committee
- V. Litigation
 1. Paterson v. Smith - must exhaust IGP prior to submission of an Article 78
 2. Johnson v. Ward - limited de process hearing to transfer IGRC inmate representative.
 3. Hunyadi v. Smith - misbehavior report based solely upon an allegedly false statement made to grievance committee is improper & cannot stand (Filing a grievance is a First Amendment right.) If an inmate knew filing a grievance could be used in a disciplinary report, it would have a chilling effect upon his filing a grievance.
 4. Adorno v. Jones - says that the Grievance procedure is inapplicable to matters which already have a written appeal mechanism.
- VI. Federal Certification

In September of 1992, the United State Department of Justice certified the Inmate Grievance Program.



GLENN S. (GOORI)
COMMISSIONER

STATE OF NEW YORK
DEPARTMENT OF CORRECTIONAL SERVICES
THE HARRIMAN STATE CAMPUS
1220 WASHINGTON AVENUE
ALBANY, N.Y. 12226-2050

STEPHEN M.
DEPUTY COMMISSIONER
AND COUNSEL

MEMORANDUM

TO: All Superintendents

FROM: Stephen M. Bernardi, Deputy Commissioner *SMB*

DATE: February 11, 1998

SUBJ: Harassment/Unlawful Discrimination Grievances

Grievance allegations of harassment or unlawful discrimination are forwarded directly to the superintendent as outlined in Directive #4040, Section VIII and Section IX. It is important that the superintendent or his/her designee (limited to the first deputy superintendent or deputy superintendent level) review these complaints within 24 hours of receipt. This review is to determine the severity of the allegations, the area where the complaint originated, or ongoing trends which are indicative of potential problems requiring immediate executive attention.

The present system gives the superintendent the responsibility to monitor these grievances and designate appropriate staff to investigate the grievances and take appropriate or necessary corrective action. This should continue. The following guidelines should be used to help you and your supervisory staff whenever you conduct in-house investigations of harassment/unlawful discrimination grievances in accordance with the provisions of Directive #4040.

Investigations of such grievances should not be conducted by the Inmate Grievance Program Supervisor or staff representatives of the Inmate Grievance Review Committee (IGRC), and under no circumstance should inmate representatives of the IGRC be involved in conducting such investigations. In all such cases, higher ranking supervisory personnel should conduct these investigations, i.e., a sergeant investigates allegations against a correction officer; a lieutenant investigates allegations against a sergeant; a senior correction counselor investigates allegations against a counselor, etc. In assigning the investigations, discretion should be exercised in determining whether or not the immediate supervisor of the employee involved can satisfactorily and impartially respond to the allegation. A few facilities have this coordinated by an upper level supervisor to avoid duplication of investigations, i.e., inmate letters to the superintendent and grievances on the same topic.

An investigation must include, but not be limited to, a written report by the higher ranking supervisory personnel who evaluates the findings. This report must include:

- 1) A written statement from the employee against whom the grievance was filed offering his/her version of what occurred in response to the specific allegation. (This is for the employee's own protection because it eliminates any possibility of misinterpretation of his/her response to the allegation.);
- 2) A statement confirming an interview with the grievant, witness/witnesses and any party/parties directly involved in the incident;
- 3) Copies of any pertinent documentation in instances where a direct correlation is established between the grievance complaint and a disciplinary proceeding, and;
- 4) A statement from the supervisor concerning any evidence given or that no evidence exists to support the allegation.

Supervisors conducting such investigations should be made aware that their investigation is the basis for the superintendent's response to the harassment grievance and possibly, upon appeal, the basis for the CORC decision. It also establishes the credibility of the facility administration's and the Department's procedures for addressing such complaints. In all cases, the report of investigation which is submitted to the superintendent or designee becomes a matter of record that the superintendent may use as documentation for any further inquiries if litigation is pursued by the grievant.

In many cases, it may be found that the matter consists of an inmate's word against an employee's word, thus, the allegations cannot be substantiated by fact. In such cases, if properly documented investigations are conducted, the facility administration will have the ability to demonstrate that a good-faith effort was made and that a proper investigation was conducted.

Under no circumstances should investigation reports be accessible to inmates. These reports should be kept by the Inmate Grievance Program Supervisor in separate files from those used by inmate members of the IGRC. It is recommended that every precaution be taken to ensure the integrity and confidentiality of these files.

The expeditious investigation of and response to allegations is in the best interest of the employees involved and the good order of the facility. Consequently, you are encouraged to make every effort to comply with the 12-working-day time frame for your response. Employee leave and the complexity of some cases may preclude an appropriate response within 12 days; however, the majority of cases can be addressed within this time frame.

Copies of this memorandum are to be disseminated to all uniformed and non-uniformed supervisors.

Your cooperation is appreciated.

superintendent shall forward a recommendation, accompanied by a copy of the supervisor's report, to the Director of the IGP. The clerk will be suspended pending the Director's decision.

§ 701.5 Procedure.

Note: If an inmate is deaf or hard-of-hearing, any expression of difficulty in communicating or understanding shall be considered a request for assistance. Reasonable accommodations, (including assignment of a sign language interpreter, if needed, and a grievance clerk) will be made to ensure the inmate's full access to all steps in the grievance process.

(a) *Filing the complaint.*

(1) *Time limit for filing.* An inmate must submit a complaint to the clerk within twenty-one (21) calendar days of an alleged occurrence on an Inmate Grievance Complaint Form (Form #2131). If this form is not readily available, a complaint may be submitted on plain paper. The complaint may only be filed at the facility where the inmate is housed even if it pertains to another facility.

Note: Exceptions to this time limit or any appeal time limits may be approved by the IGP supervisor under section 701.6(g), below.

(2) *Contents.* In addition to the grievant's name, department identification number, housing unit, program assignment, etc., the grievance should contain a concise, specific description of the problem and the action requested and indicate what actions the grievant has taken to resolve the complaint, i.e., specific persons/areas contacted and responses received. The IGP supervisor shall review the grievance complaint and designate the grievance code and title. If the IGP supervisor determines that the grievance may be a harassment, discrimination or strip frisk/strip search grievance, it shall be processed in accordance with the respective expedited procedure (section 701.8,.9 or .10, below). The clerk shall consecutively number and log each grievance at the time of receipt.

(3) *Like grievances.* "Like grievances" may be consolidated at the option of the IGP supervisor or IGRC and assigned one grievance calendar number. The first complaint received will be given the next sequential grievance number in the clerk's log (Form #2136). The grievants shall select three or four spokespersons from their number to be grievants of record and to represent them at the hearing and to ensure expeditious processing of the cases. Any like complaint submitted at this time or during processing may be addressed under the same grievance calendar number. A list of the names of every inmate who submitted a complaint on the issue shall be included with the grievance materials and submitted with any appeal which may result. Every effort will be made to notify all of the grievants of the response at each level to which the grievance is appealed either by written response, posting on inmate bulletin boards or radio announcement. Not every complainant may receive an individual written response, but the three or four grievants of record will. If none of the grievants of record appeal to the next level, any inmate who submitted a complaint may continue the appeal. Any inmate on the list of those submitting the complaint will be given the number of the grievance of record to submit to the court in order to verify exhaustion of the IGP.

(b) *First Step, IGRC*

(1) *Informal resolution.* The representatives of the IGRC shall have up to sixteen (16) calendar days after a grievance is filed to resolve it informally. If the matter is resolved to the satisfaction of the grievant, the resolution and the grievant's consent must be entered on the Inmate Grievance Complaint Form.

(2) *IGRC hearing.*

(i) If there is no resolution, the full committee shall conduct a hearing to answer the grievance or make a recommendation to the superintendent.

(ii) The clerk, together with the staff, shall schedule the hearing to take place within sixteen (16) calendar days after receipt of the grievance, making certain that the grievant and all direct parties and witnesses, if any, are afforded an opportunity to appear (except as exempted in section 701.7(d), below).

DATE

JUL 12 2006

PAGE 6 OF 14

(a) Any inmate whose confinement status precludes his/her attendance at an IGRC hearing and who will be released within thirty (30) calendar days shall be given the option of having the hearing held in his/her absence or postponed until release from confinement. The grievant's decision shall be obtained in writing. If the grievant is not scheduled for release from confinement within thirty (30) calendar days, the hearing shall be held in his/her absence. If any person elects not to appear, the clerk shall so inform the IGRC.

(b) If a grievant does not appear for the hearing without a legitimate reason (visit, parole hearing, program committee, sick call, keeplock, etc.), the IGRC will hold a hearing in absentia. The IGRC has the authority in this circumstance to dismiss and close the grievance by majority vote (3 of 4), or to make a recommendation on the action requested and forward same to the grievant.

(c) If a grievant misses three (3) scheduled hearings due to legitimate reasons, the IGRC shall act on the grievance at the third scheduled hearing.

(iii) The full IGRC shall conduct the hearing at the time and place set. The grievant or his/her advisor and any other direct party to the grievance may present relevant information, comments, or other evidence in furtherance of their respective positions. The IGRC shall be the judge of the relevance and materiality of the evidence offered.

(3) *Committee decision/recommendation.*

(i) After the chairperson closes the hearing, the committee shall deliberate in private session. Its decision must be communicated to the grievant and any direct party in writing with reasons stated, within two (2) working days. In its discretion, the IGRC may also communicate its decision to the grievant orally immediately after its deliberations.

(ii) Matters which neither require superintendent/Central Office action nor involve changes in policy may be resolved by agreement of the committee, the inmate, and the party directly affected. Committee decisions which do require superintendent or Central Office action, including, but not limited to, changes in institutional or Departmental policy or procedure, shall be written in the form of recommendations and referred to the superintendent. Any matter on which the committee cannot reach a decision by majority vote shall also be referred to the superintendent for action and response.

(4) *Dismissals.*

(i) The IGRC may dismiss and close a grievance after a hearing if it determines, by majority vote (3 of 4), that:

- (a) the grievant has made no effort to resolve the complaint through existing channels;
- (b) the grievant has not been or will not be personally affected by the issue in his/her complaint;
- (c) the grievant is seeking a decision or an appeal of a decision otherwise attainable through the established procedures for:

- (1) temporary release, family reunion and media review programs,
- (2) disciplinary and time allowance committee proceedings,
- (3) central monitoring (CMC), inmate claims, or records review (freedom of information requests, expunction) procedures, or
- (4) any other program or procedure having a written appeal mechanism which extends review to outside the facility (see section 701.3(e), above);

(d) the grievant is seeking action with respect to any policy, regulation, rule or action of an agency not under the supervision of the Commissioner of Correctional Services (see section 701.3(f), above); or

(e) the grievance is institutional in nature and only affects or no longer affects a grievant who has been released or paroled (see section 701.6(i), below).

(ii) In such cases, the IGRC shall clearly cite the portions of this section and of section 701.3(a), (b), (e) and (f), or section 701.6(i) which provide the basis for dismissal, and shall, where appropriate, refer the grievant to appropriate existing mechanisms.

(iii) If a grievant believes that a dismissal in his/her case is not authorized by this directive, he/she may apply directly to the facility IGP supervisor for review within seven (7) calendar days after receipt of the IGRC's decision to dismiss the grievance. If the supervisor determines that the grievance does not fall into one of the categories cited in this section, then the grievance will be returned to the IGRC for a hearing and recommendation. The supervisor's written response shall be forwarded to the grievant within seven (7) calendar days of receipt. An inmate may pursue a complaint that the IGP supervisor failed to reinstate an improperly dismissed grievance by filing a separate grievance.

(iv) If there is less than a majority vote to determine whether a complaint constitutes a grievable issue, the IGRC will hear the grievance and provide its recommendations with reasons stated on the specific requested action(s).

(c) *Second step, appeal to the superintendent.*

(1) *Filing an appeal.* If the grievant or any direct party wishes to appeal to the superintendent, he or she must complete and sign the appeal section on the IGRC response form (Form #2131) and submit it to the grievance clerk within seven (7) calendar days after receipt of the IGRC's written response. If no appeal is filed upon denial by the IGRC, it will be presumed that the grievant or direct party accepts the committee's recommendation. An exception to this appeal time limit may be approved by the IGP supervisor under section 701.6(g) below:

(2) *Referral to the superintendent.* In all cases where action by the superintendent is required, the grievance papers and all relevant supplemental data shall be transmitted to the superintendent. Such transmittal shall be within one (1) working day after receipt of an appeal.

(3) *Superintendent's action.* The superintendent's office shall date stamp all grievances forwarded showing when they were received. The superintendent or his designee shall determine if the grievance is Departmental in nature.

(i) *Departmental issue.* If a matter concerns an altering or revision of a Departmental policy/directive, the superintendent shall promptly forward the grievance papers and a recommendation regarding said policy to the IGP supervisor for forwarding to the CORC which shall render a decision in accordance with the third step. Such transmittal must be within seven (7) calendar days from the time the appeal was received. The grievant, the grievance clerk, and the direct party, if any, shall receive notice of said transmittal. Departmental issues which do not involve creation or revision of a Departmental policy or directive shall be answered by the superintendent within twenty (20) calendar days from the time the appeal was received.

(ii) *Institutional issue.* If a matter concerns an institutional issue, the superintendent shall render a decision on the grievance and transmit said decision, with reasons stated, to the grievant, the grievance clerk, and direct party, if any, within twenty (20) calendar days from the time the appeal was received.

(4) *Implementation of decisions.* The IGP supervisor or the superintendent must verify compliance with superintendents' responses that require some form of implementation. Documentation of compliance must be filed with the grievance record. If a decision is not implemented within 45 days, the grievant may appeal to CORC citing lack of implementation as a mitigating circumstance.

(d) *Third step, appeal to the Central Office Review Committee (CORC).*

(1) *Appeal.*

(i) If the grievant or any direct party wishes to appeal to the CORC, he or she must complete and sign Form #2133 and submit it to the grievance clerk within seven (7) calendar days after receipt of the superintendent's written response to the grievance. The superintendent's response form contains simple directions for appeal to the CORC. An exception to this appeal time limit may be approved by the IGP supervisor under section 701.6(g), below.

(ii) The grievance clerk shall transmit the signed appeal and the accompanying grievance papers to the IGP supervisor within one (1) working day after receipt of the signed appeal statement. The supervisor must forward appeals within seven (7) calendar days to the CORC.

(2) *The CORC.*

(i) The CORC shall consist of the Deputy Commissioner and counsel, Deputy Commissioner for correctional facilities, Deputy Commissioner for program services, Deputy Commissioner for administrative services, and the Deputy Commissioner and chief medical officer, or their designees expressly authorized to act for them. A representative of the office of diversity management will attend CORC hearings and have input on grievances alleging discrimination, but will not vote.

(ii) The CORC functions on behalf of the Commissioner and under his authority. CORC decisions have the effect of directives. Decisions requiring remedial action must be implemented by the facility and/or Departmental office to which they apply.

(iii) The Director, IGP, is not a voting member of the CORC. The Director will, however, be responsible for the administrative function of the IGP. The Director, IGP, as the Commissioner's designee, shall ensure implementation of CORC decisions.

(3) *CORC action.*

(i) The IGP Central Office staff shall date stamp all appeals showing when they were received and shall notify facility grievance staffs in writing as grievances are received. The facility IGP staff shall forward a copy of the written notice of receipt to the grievant of record. If a grievant does not receive a copy of the written notice of receipt within 45 days of filing an appeal, the grievant should contact the IGP supervisor in writing to confirm that the appeal was filed and transmitted to CORC.

(ii) The CORC shall review each appeal, render a decision on the grievance, and transmit its decision to the facility, with reasons stated, for the grievant, the grievance clerk, the superintendent, and any direct parties within thirty (30) calendar days from the time the appeal was received.

(4) *Implementation of decisions:* The Director, IGP, must obtain verification of compliance with CORC dispositions. Documentation of compliance must be filed in the Central Office and facility grievance records.

§ 701.6 Procedural Safeguards.

(a) *Advisors.* An inmate may present or appeal a grievance unaided, or may be advised or assisted by a staff member or another inmate of his/her choosing subject to the restrictions set forth in sections 701.2(h), above, and 701.7(c)(3), below. At the discretion of the superintendent, inmate advisors for keeplocked inmates may be limited to inmate clerks or inmate representatives on the IGRC and keeplocked inmates may be prohibited from serving as advisors to other inmates.

(b) *Reprisals prohibited.* No reprisals of any kind shall be taken against an inmate or employee for good faith utilization of this grievance procedure. An inmate may pursue a complaint that a reprisal occurred through the grievance mechanism. A grievant shall not receive a misbehavior report based solely upon an allegedly false statement made by the inmate to the grievance committee.

(c) *Objection to IGRC representative* - No inmate will take part in the resolution of a grievance over a grievant's objection. If a grievant objects to both inmate representatives and both alternate inmate representatives, then the two staff representatives shall hold the hearing. An inmate representative may not function as a voting representative at a hearing on his/her grievance. An alternate inmate representative must be utilized. A staff representative may not function as a voting representative at a hearing on a grievance in which that staff person is a direct party. An alternate staff representative must be utilized.

(d) *IGRC access/movement within the institution.*

(1) A pass system (institutional or point to point) which permits inmate representatives, and grievance clerks to perform their IGP duties shall be developed in accordance with specifications established by the superintendent. Security restrictions will preclude inmates from entering certain areas of the facility.

(2) At any facility where a pass system is not feasible, the superintendent must develop a procedure to ensure that the IGRC can obtain necessary information, keep within established time frames and maintain confidentiality. This procedure must be in writing and approved by the Director, IGP.

(3) Upon written recommendation of the IGP supervisor and with the approval of the Director, IGP, the superintendent may restrict or remove a specific inmate's IGRC pass privileges.

(e) *IGRC interviews of employees.*

(1) Formal interviews with staff members, if necessary to an IGRC investigation, should be conducted jointly by an inmate and a staff representative whenever feasible. Employees should be questioned in a diplomatic and non-adversarial manner.

(2) If inmate representatives cannot accompany staff representatives on an investigation because of security restrictions, and if interviews cannot be conducted in the grievance office or through less formal means (e.g., by telephone), the inmate representatives shall provide the staff representatives with the questions they would like answered. The staff representatives shall make every effort to obtain answers for the inmate representatives.

(f) *Code of ethics.*

(1) A code of ethics (see section 701.11) for IGRC staff and inmate representatives, clerks, and chairpersons has been established to strengthen the credibility and effectiveness of the IGP. Violations of this code may result in removal from the IGP.

(2) Inmate representatives may be removed from the committee only in accordance with procedures set forth in section 701.4(c), above.

(3) The IGP supervisor is responsible for insuring that the full-time and alternate IGRC representatives have read, understand and received a copy of the code of ethics.

(g) *Time limit exceptions and extensions.*

(1) Time limit for filing a grievance or appeal:

(i) An inmate may request an exception to the time limit for filing a grievance, or for filing an appeal to the superintendent or to CORC. Such a request shall be in writing and shall be submitted to the grievance clerk with the grievance or appeal the inmate wishes to file.

(a) The IGP supervisor may grant an exception to the time limit for filing a grievance based on mitigating circumstances (e.g., timely attempts to resolve a complaint informally by the inmate, etc.). An exception to the time limit may not be granted more than 45 days after an alleged occurrence.

(b) The IGP supervisor may grant an exception to the time limit for filing an appeal of an IGRC or superintendent's decision based on mitigating circumstances (e.g., failure to implement action required by the IGRC or superintendent's decision within 45 days, etc.). An exception to the time

limit may not be granted more than 45 days after the date of the decision unless the late appeal asserts a failure to implement the decision.

(ii) An inmate may pursue a complaint that an exception to the time limit was denied by filing a separate grievance.

(2) Time limit for IGP action. Time limit extensions may be requested at any level of review (e.g., time limits for holding an IGRC hearing, answering a grievance or an appeal, etc.), but such extensions may be granted only with the written consent of the grievant. Absent such extension, matters not decided within the time limits may be appealed to the next step.

(h) *Processing grievances and appeals after transfer.*

(1) Any response to a grievance filed by an inmate who has been transferred shall be mailed directly to that inmate, via privileged correspondence, at his/her new facility or location.

(2) An inmate transferred to another facility may continue an appeal of any grievance. If the grievant wishes to appeal, he or she must mail the signed appeal form back to the IGP supervisor at the facility where the grievance was originally filed within seven (7) calendar days after receipt. The IGP supervisor will refer it to the facility grievance clerk for processing.

(i) *Processing grievances pending at release or parole.* A grievance pending at the time an inmate has been released or paroled shall be processed as follows:

(1) If the IGRC majority determines that the grievance affects other members of the facility population and encompasses an issue that has not been reviewed by CORC within a year, the IGRC shall provide a recommendation and forward the case to the superintendent for a determination. If the grievance affects only the grievant and encompasses an issue that has been reviewed by CORC within a year, it is subject to dismissal under section 701.5(b)(4), above.

(2) The superintendent shall answer any grievance received pursuant to paragraph 1 above and any appeal pending at the superintendent's level. The superintendent shall make a recommendation in the case of any Departmental grievance (as defined in section 701.5(b)(3)(ii)) and forward it to the IGP supervisor. The superintendent shall make a determination in all other cases.

(3) Upon receipt of the superintendent's response, the IGP supervisor shall forward all case materials to the CORC for a final disposition.

(j) *Procedures for transient inmates.* Each correctional facility housing a reception/ classification/transit inmate population must develop and implement a written procedure insuring all inmates access to the IGP. This procedure must be approved by the Director, IGP.

(k) *File maintenance/confidentiality.*

(1) Grievance files will be maintained in a specific area for use by the IGRC and the grievance clerk. No copies of grievance documents may go into the grievant's central file or facility file without the grievant's direct written consent. Likewise, no copies of grievance documents may go into an employee's file without the direct written consent of the employee. No grievance documents shall be disseminated to persons other than the grievant, a direct party, or an individual involved in the review process without the approval of the IGP supervisor. Any requests for grievance documents by the grievant or any direct party may be addressed through the freedom of information law (FOIL) as outlined in Directive #2010.

(2) The superintendent is responsible to ensure the confidentiality and maintenance of grievance records. Complete grievance records must include the original grievance, responses from each level of review, the investigation, referenced documentation and verification of implementation, when appropriate.

(3) Grievance files shall be preserved for the current calendar year plus the previous four calendar years.

(l) *IGRC reference materials.* The IGRC at each facility is responsible for maintaining an up-to-date set of code "A B" Departmental directives and a set of the IGP monthly index of written opinions. A copy of the IGP monthly index of written opinions must also be maintained in the facility law library.

(m) *Emergencies.* The IGP supervisor shall refer any grievance of an emergency nature directly to the appropriate response level (superintendent or CORC) having authority to issue an immediate or expeditious and meaningful response. An emergency shall include, but is not limited to, a situation, action, or condition in which an inmate's or an employee's health, safety, or welfare is in serious threat or danger. The supervisor will determine if a grievance falls within this category.

§ 701.7 *Procedures for inmates in special housing units (SHU's).* The IGP supervisor shall monitor and ensure the proper functioning of the grievance procedure in SHU's. The following minimal standards shall be instituted to provide SHU inmates with access to the IGP:

(a) *Forms and envelopes.*

(1) A supply of inmate grievance complaint forms (Form #2131) will be maintained in all special housing areas and will be given to inmates requesting them. The area supervisor is responsible for ensuring that a supply of these forms is available at all times. Additional forms, when needed, will be obtained from the IGP supervisor's office.

(2) Envelopes will be given to inmates for use in forwarding their completed grievance forms to the IGP office. The sealed envelopes will assure the confidentiality of the inmate's complaint while enroute to the IGP office.

(3) Area supervisors will ensure that the completed grievance forms are placed in sealed envelopes, collected and forwarded to the IGP office.

(b) *IGP deposit boxes.* Where available, SHU inmates shall use centrally located IGP deposit boxes to send grievance forms and IGP correspondence to the IGP office. These boxes shall be kept locked at all times. The IGP supervisor and staff representatives (IGRC sergeant/officer) will have the only keys to these boxes and will collect their contents at least two (2) times per week. Broken boxes or locks will be reported to the IGP supervisor immediately, and he or she will arrange for their repair or replacement. In the interim, grievance forms shall be submitted as stated in paragraph (3) above.

(c) *Rounds, access to IGP members and advisors.*

(1) An IGRC staff member (sergeant, officer) or grievance supervisor shall make rounds of all special housing areas at a reasonable time at least once a week to allow inmates direct access to the program. These rounds will give inmates who are having communication problems or difficulty writing their complaints an opportunity to request and receive assistance. Staff noting problems or requests for assistance shall report them to the IGP supervisor. The IGP supervisor will work with the deputy superintendent(s) of programs and/or security to obtain necessary assistance.

(2) The superintendent, at his/her discretion, may grant direct access to the full IGRC, or to either an inmate member or a staff member of the IGP office for those inmates in certain special housing areas such as reception or transient units.

(3) Since there is a security interest in restricting confined inmates access to other inmates, the superintendent may prohibit any inmate in SHU from using another inmate as an advisor or from serving as an advisor to another inmate. Staff members from the IGRC or from the facility at large can serve this function. A staff member must be willing to accept this function.

(d) *Attendance at hearings.* A grievant confined to SHU who will be released within thirty (30) calendar days shall be given the option of having the hearing held in his/her absence or postponed until release from confinement. The grievant's decision shall be obtained in writing. If a grievant is not scheduled for release from confinement within thirty (30) calendar days, the hearing shall be held in his/her absence.

(e) *Time limits.* The time limits for processing of grievances as delineated in section 701.6(g), above, also apply to grievances submitted from special housing units.

§ 701.8 **Harassment.** Allegations of employee harassment are of particular concern to the administrators of department facilities. Therefore, the following expedited procedure for the review of grievances alleging harassment shall be followed.

(a) An inmate who wishes to file a grievance complaint that alleges employee harassment shall follow the procedures set forth in section 701.5(a), above.

Note: An inmate who feels that he/she has been the victim of harassment should report such occurrences to the immediate supervisor of that employee. However, this is not a prerequisite for filing a grievance with the IGP.

(b) A grievance alleging harassment shall be given a grievance calendar number and recorded in sequence with all other grievances on the grievance clerk's log (Form #2136). All documents submitted with the allegation must be forwarded to the superintendent by close of business that day.

(c) The superintendent or his/her designee shall promptly determine whether the grievance, if true, would represent a bona fide case of harassment as defined in section 701.2, above. If not, then it shall be returned to the IGC for normal processing.

(d) If it is determined that the grievance is a bona fide harassment issue, the superintendent shall:

- (1) initiate an in-house investigation by higher ranking supervisory personnel into the allegations contained in the grievance;
- (2) request an investigation by the inspector general's office; or
- (3) if the superintendent determines that criminal activity may be involved, request an investigation by the New York State Police, Bureau of Criminal Investigation.

(e) Once a grievance has been referred to the superintendent and determined to be an allegation of harassment, that grievance cannot be withdrawn. The superintendent must address the grievant's allegations.

(f) Within twenty-five (25) calendar days of receipt of the grievance, the superintendent will render a decision on the grievance and transmit said decision, with reasons stated to the grievant, the grievance clerk, and any direct party of interest. Time limit extensions may be requested, but such extensions may be granted only with the consent of the grievant.

(g) If the superintendent fails to respond within the required twenty-five (25) calendar day time limit the grievant may appeal his/her grievance to CORC. This is done by filing a Notice of Decision to Appeal (Form #2133) with the inmate grievance clerk.

(h) If the grievant wishes to appeal the superintendent's response to CORC, he/she must file a Notice of Decision to Appeal (Form #2133) with the inmate grievance clerk within seven (7) calendar days of receipt of that response.

(i) Unless otherwise stipulated in this section, all procedures, rights, and duties pertaining to the processing of any other grievance as set forth in section 701.5 above shall be followed.

§ 701.9 **Allegations of Unlawful Discrimination.** Allegations of acts or policies which adversely affect individuals based on race, religion, national origin, sex, sexual orientation, age, disabling condition(s) or political belief, except as provided by law, are of particular concern to the administrators of this department and its facilities. Therefore, the following expedited procedure for the review of grievances alleging unlawful discrimination shall be followed:

(a) An inmate who wishes to file a grievance complaint that alleges discrimination by an employee, program, policy or procedure shall follow the procedures set forth in section 701.5(a), above.

Note: An inmate who feels he/she is being unlawfully discriminated against by an employee, program, policy or procedure shall report such incident to the immediate supervisor of the employee or supervisor/administrator of such program. However, this is not a prerequisite for filing a grievance with the IGP.

(b) A grievance alleging unlawful discriminatory acts, policies or procedures shall be given a grievance calendar number and recorded in sequence with all other grievances on the grievance clerk's log (Form #2136).

(c) A grievance alleging unlawful discrimination, and its related documentation, shall be forwarded to the superintendent with a copy to the Office of Diversity Management, within twenty-four (24) hours.

(d) The superintendent shall initiate an in-house investigation by higher ranking supervisory personnel and/or request the Office of Diversity Management to conduct an investigation.

(e) Within twenty-five (25) calendar days of receipt of the grievance, the superintendent will render a decision on the grievance and transmit said decision, with reasons stated, to the grievant, the grievance clerk, the Office of Diversity Management, and any direct party of interest.

(f) If the superintendent fails to respond within the required twenty-five (25) calendar day time limit the grievant may appeal the grievance to CORC. This is done by filing a Notice of Decision to Appeal (Form #2133) with the inmate grievance clerk.

(g) If the grievant wishes to appeal the superintendent's response to CORC, he/she must file a Notice of Decision to Appeal (Form #2133) with the inmate grievance clerk within seven (7) calendar days of receipt of that response.

(h) The Director, Office of Diversity Management, or his/her designee shall be present whenever CORC reviews grievance appeals regarding alleged unlawful discrimination.

(i) Unless otherwise stipulated in this section, all procedures, rights, and duties pertaining to the processing of any other grievance as set forth in section 701.5 above shall be followed.

§ 701.10 Strip Search/Strip Frisk. The following expedited procedure for the review of grievances alleging violation of department policy regarding strip searches or strip frisks shall be followed.

(a) An inmate who wishes to file a grievance complaint that alleges violation of department policy regarding a strip search or strip frisk shall follow the procedures set forth in section 701.5(a), above.

(b) A grievance alleging violation of department policy regarding strip searches or strip frisks shall be given a grievance calendar number and recorded in sequence with all other grievances on the grievance clerk's log (Form #2136). All documents submitted with the allegation must be forwarded to the superintendent by close of business that day.

(c) The superintendent or his/her designee shall promptly determine whether the grievance, if true, would represent a bona fide violation of department policy regarding strip searches or strip frisks as defined in section 701.2(g), above. If not, then it shall be returned to the IGRC for normal processing.

(d) If it is determined that the grievance is a bona fide strip search/strip frisk issue, the superintendent shall initiate an in-house investigation by the correction captain or functional equivalent into the allegations contained in the grievance. This responsibility cannot be delegated. Where a deputy superintendent has authorized the grieved strip search or strip frisk, the superintendent will supervise the investigation with the assistance of the captain.

(e) Once a grievance has been referred to the superintendent and determined to be a bona fide strip search/strip frisk issue, that grievance cannot be withdrawn. The superintendent must address the grievant's allegations.

(f) Within twenty-five (25) calendar days of receipt of the grievance, the superintendent will render a decision on the grievance and transmit said decision, with reasons stated to the grievant, the grievance clerk, and any direct party of interest. Time limit extensions may be requested, but such extensions may be granted only with the consent of the grievant.

(g) If the superintendent fails to respond within the required twenty-five (25) calendar day time limit the grievant may appeal his/her grievance to CORC. This is done by filing a Notice of Decision to Appeal (Form #2133) with the inmate grievance clerk.

(h) If the grievant wishes to appeal the superintendent's response to CORC, he/she must file a Notice of Decision to Appeal (Form #2133) with the inmate grievance clerk within seven (7) calendar days of receipt of that response.

(i) Unless otherwise stipulated in this section, all procedures, rights, and duties pertaining to the processing of any other grievance as set forth in section 701.5 above shall be followed.

§ 701.11 Code of ethics. A Code of ethics for IGRC staff and inmate representatives, clerks, and chairpersons has been established to strengthen the credibility and effectiveness of the IGP. Violations of this code may result in dismissal from participation in the IGP.

(a) No member shall obstruct an inmate from exercising his/her right to file a grievance nor ridicule an inmate or his/her grievance.

(b) A willing and tactful attitude is required in the performance of a member's duties.

(c) No member shall expect or receive preferential treatment because of his/her participation in the IGP.

(d) Particular duties, responsibilities, and assignments shall not be abused by any member.

(e) Members shall not disclose confidential medical information as defined in the DOCS Health Services Policy Manual, Item 4.10, or non-medical information of a confidential nature except where necessary in fulfilling their duties under the grievance mechanism.

(f) Members shall be responsible for safekeeping grievance files and ensuring against unauthorized use.

(g) No member of IGRC shall intentionally undermine the IGRC's operation or credibility.

(h) Members of the IGRC shall have a working knowledge of the IGP and their responsibilities as members.

(i) Members shall obey all institutional and Departmental rules and regulations.

2/2/01
FYI

2001-exhaust or
AG will move
to dismiss

B.21
FYI
Jason

(Slip Opinion)

OCTOBER TERM, 2000

1

Syllabus

NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States v. Detroit Timber & Lumber Co.*, 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES

Syllabus

BOOTH v. CHURNER ET AL.

CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR
THE THIRD CIRCUIT

No. 99-1964. Argued March 20, 2001—Decided May 29, 2001

The Prison Litigation Reform Act of 1995 amended 42 U. S. C. §1997e(a), which now requires a prisoner to exhaust "such administrative remedies as are available" before suing over prison conditions. Petitioner Booth was a Pennsylvania state prison inmate when he began this 42 U. S. C. §1983 action in Federal District Court, claiming that respondent corrections officers violated his Eighth Amendment right to be free from cruel and unusual punishment by assaulting him, using excessive force against him, and denying him medical attention to treat ensuing injuries. He sought various forms of injunctive relief and money damages. At the time, Pennsylvania provided an administrative grievance and appeals system, which addressed Booth's complaints but had no provision for recovery of money damages. Before resorting to federal court, Booth filed an administrative grievance, but did not seek administrative review after the prison authority denied relief. Booth's failure to appeal administratively led the District Court to dismiss the complaint without prejudice for failure to exhaust administrative remedies under §1997e(a). The Third Circuit affirmed, rejecting Booth's argument that the exhaustion requirement is inapposite to his case because the administrative process could not award him the monetary relief he sought (money then being the only relief still requested).

Held: Under 42 U. S. C. §1997e(a), an inmate seeking only money damages must complete any prison administrative process capable of addressing the inmate's complaint and providing some form of relief, even if the process does not make specific provision for monetary relief. The meaning of the phrase "administrative remedies . . . available" is the crux of the case. Neither the practical considerations urged by the parties nor their reliance on the dictionary meanings of

Syllabus

the words "remedies" and "available" are conclusive in seeking congressional intent. Clearer clues are found in two considerations. First, the broader statutory context in which Congress referred to "available" "remedies" indicates that exhaustion is required regardless of the relief offered through administrative procedures. While the modifier, "available" requires the possibility of some relief for the action complained of, the word "exhausted" has a decidedly procedural emphasis. It makes no sense, for instance, to demand that someone exhaust "such administrative [redress]" as is available; one "exhausts" processes, not forms of relief, and the statute provides that one must. Second, statutory history confirms the suggestion that Congress meant to require procedural exhaustion regardless of the fit between a prisoner's prayer for relief and the administrative remedies possible. Before §1997e(a) was amended by the 1995 Act, a court had discretion (though no obligation) to require a state inmate to exhaust "such . . . remedies as are available," but only if they were "plain, speedy, and effective." That scheme is now a thing of the past, for the amendments eliminated both the discretion to dispense with administrative exhaustion and the condition that the remedy be "plain, speedy, and effective" before exhaustion could be required. The significance of deleting that condition is apparent in light of *McCarthy v. Madigan*, 503 U.S. 140. In holding that the preamended version of §1997e(a) did not require exhaustion by those seeking only money damages when money was unavailable at the administrative level, *id.*, at 149–151, the *McCarthy* Court reasoned in part that only a procedure able to provide money damages would be "effective" within the statute's meaning, *id.*, at 150. It has to be significant that Congress removed the very term, "effective," the *McCarthy* Court had previously emphasized in reaching the result Booth now seeks, and the fair inference to be drawn is that Congress meant to preclude the *McCarthy* result. Congress's imposition of an obviously broader exhaustion requirement makes it highly implausible that it meant to give prisoners a strong inducement to skip the administrative process simply by limiting prayers for relief to money damages not offered through administrative grievance mechanisms. Pp. 3–9.

206 F. 3d 289, affirmed.

SOUTER, J., delivered the opinion for a unanimous Court.

2002-must exhaust (to CORC)
if want to litigate,
regardless of issues

(Bench Opinion)

OCTOBER TERM, 2001

Syllabus

NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States v. Detroit Timber & Lumber Co.*, 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES

Syllabus

PORTER ET AL. v. NUSSLE

CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR
THE SECOND CIRCUIT

No. 00-853. Argued January 14, 2002—Decided February 26, 2002

Without filing a grievance under applicable Connecticut Department of Correction procedures, plaintiff-respondent Nussle, a state prison inmate, commenced a federal court action under 42 U. S. C. §1983, charging that corrections officers, including defendant-petitioner Porter, had subjected him to a sustained pattern of harassment and intimidation and had singled him out for a severe beating in violation of the Eighth Amendment's ban on "cruel and unusual punishments." The District Court dismissed Nussle's suit, relying on a provision of the Prison Litigation Reform Act of 1995 (PLRA), 42 U. S. C. §1997e(a), that directs: "No action shall be brought with respect to prison conditions under section 1983 . . . , or any other Federal law, by a prisoner . . . until such administrative remedies as are available are exhausted." The Second Circuit reversed, holding that exhaustion of administrative remedies is not required for a claim of the kind Nussle asserted. The appeals court concluded that §1997e(a)'s "prison conditions" phrase covers only conditions affecting prisoners generally, not single incidents that immediately affect only particular prisoners, such as corrections officers' use of excessive force. In support of its position, the court cited legislative history suggesting that the PLRA curtails frivolous suits, not actions seeking relief from corrections officer brutality; the court also referred to pre-PLRA decisions in which this Court distinguished, for proof of injury and *mens rea* purposes, between excessive force claims and conditions of confinement claims.

Held: The PLRA's exhaustion requirement applies to all inmate suits about prison life, whether they involve general circumstances or particular episodes, and whether they allege excessive force or some other wrong. Cf. *Wilson v. Greer*, 501 U. S. 294, 299; n. 1. Pp. 6-14.

Opinion of the Court

* * *

For the reasons stated, we hold that the PLRA's exhaustion requirement applies to all inmate suits about prison life, whether they involve general circumstances or particular episodes, and whether they allege excessive force or some other wrong. Cf. *Wilson*, 501 U. S., at 299, n. 1. Accordingly, the judgment of the Court of Appeals is reversed, and the case is remanded for further proceedings consistent with this opinion.

It is so ordered.

munications technology so that the prisoner need not be physically transferred to participate. Surely such arrangements would be appropriate in Nussle's case and others of its genre. But on what authority would these practical procedures rest if cases like Nussle's do not qualify as actions regarding "prison conditions"?



STATE OF NEW YORK
DEPARTMENT OF CORRECTIONAL SERVICES
THE HARRIMAN STATE CAMPUS
1220 WASHINGTON AVENUE
ALBANY, N.Y. 12226-2050

GLENN S. GOORD
COMMISSIONER

EDWARD J. MCSWEENEY
ASSISTANT COMMISSIONER/
EXECUTIVE ASSISTANT

MEMORANDUM

TO: Superintendent Robert Woods, Upstate Correctional Facility
FROM: Thomas G. Eagen, Director, Inmate Grievance Program
DATE: March 15, 2006
SUBJ.: CORC Decision: UST-25839-06

The attached decision is forwarded to you for action.

CORC notes from the investigation that the grievant (Williams, 99A0052) was issued an advance to send a letter to Israel. CORC asserts that there is no provision in Directive #4422 to provide an advance for overseas postage. CORC requests that this matter be reviewed with appropriate staff, with notification to CORC of the action taken.

This decision requires a statement of compliance and/or remedial action by your office/administration. Attach copies of any relevant documentation (order, reports, etc.). Please reply within 30 days, unless otherwise indicated.

TGE/cs

Attachment

CC: Grievance File - UST-25839-06
Supervisor, IGP - L. Adams-Peary/C. Gregory, Upstate CF
Regional Coordinator - Sheryl Graubard, Central Office


ENDORSEMENT:

☐ The following specific action has been/is being taken:

☐ See attached documentation implementing the CORC decision.

Signed: _____ Date: _____
(Superintendent/Division Head)

address to inmate
FPT

 <p>STATE OF NEW YORK DEPARTMENT OF CORRECTIONAL SERVICES</p> <p>INMATE GRIEVANCE PROGRAM CENTRAL OFFICE REVIEW COMMITTEE</p>	Grievance Number UST-25839-06	Design/Code I/3	Date Filed 1/12/06
	Facility Upstate Correctional Facility		
	Title of Grievance 'Act Up' Free Book, Religious Mail		
	Director's Signature <i>K. J. Murphy, Asst.</i>	Date 3/15/06	

3/15/06

GRIEVANT'S REQUEST UNANIMOUSLY DENIED

Upon full hearing of the facts and circumstances in the instant case, the action requested herein is hereby denied.

CORC concurs with the Superintendent that business mail must be submitted to the correspondence office unsealed, in accordance with Directive #4422. CORC notes that the grievant is requesting a free book, however, the correspondence office has not been provided with evidence that the book is freely offered to the public. It is incumbent upon the inmate to provide supporting documentation and, when he did not, his request was appropriately considered a solicitation.

CORC cites its prior decision in SPT-34337-05, dated 1/25/06, which states in part:

CORC cites Directive #4422, III., D., 4, which states, in part, i.e.:

Funds may be advanced for postage for one first class one-ounce letter per month under the following circumstances:

- the inmate has been confined to SHU for discipline or administrative segregation for 30 days or more, and has insufficient funds; or
- the inmate has been in keeplock status for 30 days or more, has lost telephone privileges, and has insufficient funds; or
- the inmate has lost telephone privileges, has a zero balance or insufficient funds, and has not refused to accept available program assignments.

CORC asserts that, after further review, there is no provision in the above Section of the directive to provide an advance for overseas postage.

CORC further notes that the grievant's concerns regarding mail to the "Village Voice" was the subject of UST-25567-05, which was answered by CORC on 2/15/06.

sg/cs



STATE OF NEW YORK
DEPARTMENT OF CORRECTIONAL SERVICES
THE HARRIMAN STATE CAMPUS
1220 WASHINGTON AVENUE
ALBANY, N.Y. 12226-2050

GLENN S. GOORD
COMMISSIONER

EDWARD J. McSWEENEY
ASSISTANT COMMISSIONER/
EXECUTIVE ASSISTANT

MEMORANDUM

TO: Superintendent Israel Rivera, Cossackie Correctional Facility
FROM: Thomas G. Eagen, Director, Inmate Grievance Program *TG Eagen*
DATE: March 15, 2006
SUBJ.: CORC Decision: CX-11374-06

The attached decision is forwarded to you for action.

CORC notes from addition investigation that at least 5 cells on F-3 Division have defective wall jacks and repair orders have been submitted. CORC requests notification of the date the wall jacks have been repaired.

This decision requires a statement of compliance and/or remedial action by your office/administration. Attach copies of any relevant documentation (order, reports, etc.). Please reply within 30 days, unless otherwise indicated.

TGE/je

Attachment

CC: Grievance File - CX-11374-06
Supervisor, IGP - Tom Carroll, Cossackie CF
Regional Coordinator, Jeffery Hale - Central Office

ENDORSEMENT:

☐ The following specific action has been/is being taken:

☐ See attached documentation implementing the CORC decision.

Signed: _____ Date: _____
(Superintendent/Division Head)



STATE OF NEW YORK
DEPARTMENT OF
CORRECTIONAL SERVICES

INMATE GRIEVANCE PROGRAM
CENTRAL OFFICE REVIEW COMMITTEE

Grievance Number

CX-11374-06

Desig./Code

I/39

Date Filed

1/13/06

Facility

Coxsackie Correctional Facility

Title of Grievance

Wants Wall Jack Fixed

Director's Signature

J. J. Engler

Date

3/15/06

3/15/06

GRIEVANT'S REQUEST UNANIMOUSLY ACCEPTED IN PART

Upon full hearing of the facts and circumstances in the instant case, the action requested herein is hereby accepted only to the extent that CORC upholds the determination of the Superintendent for the reasons stated.

CORC notes that this matter has the attention of facility administration.

jd/je

Sergeant's School



*By: Special Housing/
Inmate Disciplinary*

2008

*Norm Bezio, Director
Al Prack, Assistant Director*

01

Sergeant's School

By:
Special Housing/Inmate
Disciplinary
Norm Bezio, Director
Al Prack, Assistant Director

518-457-2337

02

Introduction

- Disciplinary Process
- SHU Operations
- Time Allowance
- Inmate Drug Testing
- Interaction with the Attorney General's Office
- Technical Support to all Facilities

Tier III 4 1/2 gets dismissed
2000 Total - 8000 on Appeal.
3000 T I
6000 T II


03

Objective

At the end of this class, each student will:

- Have a better understanding of the disciplinary process, as outlined in Directive #4932.
- Have a better understanding of the SHU operations, as outlined in Directive #4933.

Disciplinary Process



Five specific ways Sergeants impact the Disciplinary Process:

1. Tier I Hearing Officer
2. Report Writing (MBR)
3. Review of MBR
4. Overall understanding of the Disciplinary Process
5. Assistance

Tier I Violation Hearing

Procedure

- Upon receipt of a MBR, the violation officer shall:
 1. Give a copy of MBR to the inmate
 2. Allow inmate to be present unless he refuses to attend
 3. Allow inmate to present documentary evidence, a written statement, and/or reply to the charge
 - Inmate has no right to request witnesses
 4. Violation Officer may allow any evidence necessary to aid in his decision.

Dispositions at a Violation Hearing

May impose any 2 of the following Penalties for up to 13 Days:

1. Loss of recreation
2. Any 2 of the following privileges:
 - One commissary day
 - Radio
 - Packages
3. One work task per day – up to 7 days-excluding Sundays and public Holidays
4. Counsel and/or reprimand

Penalties

1. Can stack penalties to run subsequent to existing penalties
2. Work assignments can not exceed 8 hrs per day, including their regular work assignment, with the exception of school and vocational programs

•10

Report Writing (MBR)

•11

Key Elements

- Properly charge inmate
- Substantiate every charge in the body of the report
- Specifically describe the misconduct
- Document inmate's confinement status in relation to the incident
- Record accurate information in the heading of the report

•12

Sergeant's Review of MBRs

(Endorsement)

Two Purposes

1. Let you know what is going on in your area
2. To actually review the contents of the MBR for compliance with Directive #4932

Overall Understanding of the Disciplinary Process as it applies to:

1. Investigative Reports
2. Confidential Testimony

Investigative Reports

- Author of report is usually required to testify at the hearing
- Resulting MBRs should contain enough information to allow the inmate to present a defense

Confidential Testimony

- Need to understand the Hearing Officer's responsibility in these cases
- Tell Hearing Officer the steps you took to arrive at your conclusion (MBR)
- Tell Hearing Officer how you verified the information you received

Confidential Testimony (Cont.)

- Tell the Hearing Officer the circumstances or environment in which you received information
- Answer any other question the Hearing Officer asks, with due consideration given to protecting your source if necessary
 - Remember this is on a "Confidential Tape"

Assistance

Assistant's Role

- Speak with inmate charged
- Explain charges if needed
- Interview witnesses and report results to the inmate
- Obtain documentary evidence or written statements which may be necessary
- Provide testimony if required

An Assistant Should...

- Evaluate all requests for relevancy to charges
- Properly document a witness's refusal to testify (witness refusal form)
- Record all requests on the assistance form and other paper as needed
 - Do not write on the back of the Assist. Form

An Assistant Should...

- Document what you did with each request on the Assist. Form
- Justify any denials you made on the Assist. Form

•22

Common Assistant Issues

- Make a reasonable effort to locate and/or ID potential witnesses
- Actually interview potential witnesses if asked and determined to be relevant
 - Report the results of such interview back to the inmate
- Inmate is not entitled to written results f the interviews you had

•23

Documents

- May be requested by inmates in support of their defense at hearing
- When requested by inmate, Assistant should review the relevance of each document with the inmate charged to determine if they will be provided
 - If a document is denied, inmate should be informed of the reason(s) and documented on the Assistance Form
- Originals should be photocopied and provided, where appropriate

•24

Commonly Requested Documents

- Documents may be provided if they are relevant to the case, not considered confidential or compromise facility security
- In some cases confidential information may be redacted and given to the inmate
- All questions about confidential information should be directed to the Deputy Superintendent of Security

Commonly Requested Documents

- | | |
|---|---|
| 1. Log books pages | 14. Chain of custody |
| 2. Memorandums | 15. Staff training certifications |
| 3. Investigative reports | 16. Callout list |
| 4. Rosters/attendance sheets | 17. Claim forms |
| 5. Payroll sheets | 18. Grievance forms |
| 6. Phone records | 19. Personal property inventory (form 2064) |
| 7. Package room records | 20. State shop records |
| 8. Visiting records | 21. Urinalysis records |
| 9. Maintenance records | 22. Directives (not security directives) |
| 10. Medical records (only inmate charged with written authorization) (Medical records of others must be requested at the hearing) | 23. Written statements (inmate only) |
| 11. Search Documents | 24. Special orders (cell shield, restricted diet, restraint, deprivation) |
| 12. Inmate accounts records | 25. Unusual incident report |
| 13. Photographs (photocopy only) | 26. Use of force report |

Video Tapes

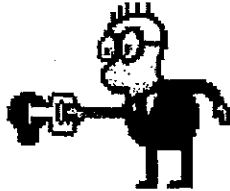
If inmate raises issue of a video tape, the Assistant shall:

1. Determine existence
2. Inform inmate not allowed to view prior to hearing
3. Inform inmate, if requested, Assistant may review content and report observations to inmate
4. Inform inmate that they may review video with the hearing officer at the hearing
5. Assistant documents on the assistance form under "other requests"
6. Assistant should notify appropriate officials to preserve the video tape for possible use at a hearing, and not to recycle in the interim

Terminating Services

- If an inmate is uncooperative, abusive or refuses to provide an Assistant with any requests, the inmate will be considered to have waived his/her right to further assistance
- Any action that was taken by the Assistant should be documented on the Assistance Form, including reasons for terminating services
- If the inmate's conduct warrants disciplinary action, a misbehavior report should be written

Special Housing Unit Operations



Four Specific Ways Sergeants Impact SHU Operations:

1. Maintain the safety and security of the Unit and all staff, inmates or visitors to the SHU
2. Ensure SHU operations comply with Directive # 4933
3. Lead by example
4. Constantly communicate with and evaluate the inmates on the unit so you may offer pertinent information as to future placement/treatment of such inmates at management committee meetings

Maintaining Safety and Security:

- Be vigilant
- Ensure all staff are knowledgeable in SHU daily operation and Directive #4933
- Scheduled and unscheduled inspections of inmates/Unit
- Review all logs
- Don't get complacent

Daily Ops and Directive # 4933

- Again, make sure all staff have knowledge of daily operations including any emergency actions which may apply
- Supervise Admission Procedures:
 - Strip frisk -- compliance # 4910
 - Admissions Paperwork
 - Proper notifications -- i.e.: medical count

Daily Ops and Directive # 4933

- Oversee Issued Items
 - Initial 24 hr 72 hr
 - Post-admission adjustment
 - PIMS level moves
- Monitor services and investigate complaints regarding services

Services

- | | |
|------------------------|----------------------------|
| • Food | • Religious Counseling |
| • Exercise | • Counseling Services |
| • Medical Services | • Education |
| • Personal Hygiene | • General Library Services |
| • Laundry | • Correspondence |
| • Law Library Services | • Inmate Grievance Program |
| • Notary Public | |

Daily Ops and Directive # 4933

- Check all logs regularly
- Check for proper rounds being made
- Pass necessary information on to the next shift

Daily Ops and Directive # 4933

- Take pride
- Be Professional
- Know the Operation
- Lead by Example
- Communicate with and evaluate the inmates on the Unit

Daily Ops and Directive # 4933

- Essential to justify renewal orders:
 - Restraint
 - Cell shield
 - Deprivations
 - Etc.

SHU Case Management Committee (OMH level 1 Facilities)

- As Area Sgt. you may be on this committee
- Information you provide on the inmate's behavior, criminal and disciplinary histories, their tendency to violence or not, and their security risk will help the committee
- May be on a Disciplinary Review Committee or provide information to the Committee on an inmate's behavior, attitude, relationship with staff, propensity towards violence, etc.
 - This evaluation will be considered for giving a time-cut or not
- Formulate a treatment plan for the inmate

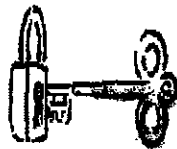
Further Assistance



As always, the
Special
Housing/Inmate
Disciplinary Office
is available to clarify
any further questions
that may arise.
Feel free to
contact us at
(518) 457-2337

The End

Any
Questions?



Correctional Facility

INMATE MISBEHAVIOR REPORT ♦ INFORME DE MAL COMPORTAMIENTO DEL RECLUSO

NAME OF INMATE (Last, First) ♦ NOMBRE DEL RECLUSE (Apellido, Nombre)	NO. ♦ NUM.	HOUSING AREA ♦ CELDA
LOCATION OF INCIDENT ♦ LUGAR DEL INCIDENTE	INCIDENT DATE ♦ FECHA	INCIDENT TIME ♦ HORA

RULE VIOLATION(S) ♦ VIOLACIONES

DESCRIPTION OF INCIDENT ♦ DESCRIPCIÓN DEL INCIDENTE

DATE ♦ FECHA	REPORTED BY ♦ NOMBRE DE LA PERSONA QUE HACE EL INFORME	SIGNATURE ♦ FIRMA	TITLE ♦ TÍTULO
ENDORSEMENTS OF OTHER EMPLOYEE WITNESSES (if any) ENDOSOS DE OTROS EMPLEADOS TESTIGOS (si hay)		SIGNATURES: FIRMAS. 1. _____ 3. _____	

E: Fold back Page 2 on dotted line before completing below.

WERE OTHER INMATES INVOLVED?	YES <input type="checkbox"/> NO <input type="checkbox"/>	IF YES, GIVE NAME & #
AT THE TIME OF THIS INCIDENT, WAS INMATE UNDER PRIOR CONFINEMENT/RESTRICTION: YES <input type="checkbox"/> NO <input type="checkbox"/> OR		
AS A RESULT OF THIS INCIDENT, WAS INMATE CONFINED/RESTRICTED? YES <input type="checkbox"/> NO <input type="checkbox"/>		
WAS INMATE MOVED TO ANOTHER HOUSING UNIT? YES <input type="checkbox"/> NO <input type="checkbox"/>		
YES, (a) CURRENT HOUSING UNIT: _____		(b) AUTHORIZED BY: _____
WAS PHYSICAL FORCE USED?	YES <input type="checkbox"/> NO <input type="checkbox"/>	(IF YES, FILE FORM #2104)

AREA SUPERVISOR ENDORSEMENT

WHITE - Disciplinary Office CANARY - Inmate (After Review)

11/02/06
DCP008

STATE OF NEW YORK - DEPARTMENT OF CORRECTIONAL SERVICES PAGE 1
CLINTON GEN

VIOLATION HEARING DISPOSITION RENDERED

REVIEW OFFICER LT H. MAYNARD
REVIEW DATE 11/01/06
TIER 1 DUE DATE 11/06/06

- 1) NAME PEREZ, JOSE DIN 03A0616 LOCATION UH-10-017
- 2) INCIDENT DATE & TIME 10/31/06 04:45 PM
- 3) INMATE _____ ENGLISH SPEAKING
A) IF NOT, WERE CHARGES TRANSLATED AND SERVED TO INMATE? _____
B) INTERPRETOR AT HEARING _____
- 4) HEARING BEGIN DATE ____/____/____ TIME ____:____:____
END DATE ____/____/____ TIME ____:____:____
- 5) CHARGES: SPECIFY DETERMINATION FOR EACH OF THE CHARGES
CONSIDERED AT HEARING

CHARGE NUMBER	DESCRIPTION OF CHARGES	REPORTED BY	DISPOSITION
106.10	REFUSING DIRECT ORDER	CO J. NICHOLS	
109.10	OUT OF PLACE		
109.12	MOVEMENT REGULATION VIOLATION		

6) PENALTY IMPOSED:

*THIS FORM SHALL NOT BE MADE PART OF THE INMATE'S INSTITUTIONAL RECORDS

HEARING OFFICER _____ DATE _____

INMATE SIGNATURE _____ DATE _____ TIME _____

NOTICE TO INMATE: YOU MAY APPEAL THIS DETERMINATION BY WRITING TO THE
SUPERINTENDENT WITHIN 24 HOURS OF YOUR RECEIPT OF THIS DISPOSITION

SUCCESSFUL PRINT COMPLETION

STATE OF NEW YORK - DEPARTMENT OF CORRECTIONAL SERVICES

CORRECTIONAL FACILITY

REQUESTED INMATE WITNESS REFUSAL TO TESTIFY
IN TIER II / TIER III DISCIPLINARY HEARING

1. _____, hereby refuse to testify
Name Din
on behalf of _____, in his / her Tier II /
Name Din
Tier III hearing for a misbehavior report of _____ for the following reason(s) . Circle
Date
number that applies and give specific reason for refusing to testify.

1. I do not want to be involved (explain) _____

2. I do not know enough about the specific incident to provide revelant testimony (explain)

3. Other (specify reason) _____

SIGNATURE

Date

EMPLOYEE SIGNATURE

Date

I specifically asked _____ to provide a reason for his / her refusal
Name
to testify and he / she refused to provide further information.

EMPLOYEE SIGNATURE

Date

REQUESTOR: 999SHURJM - MURPHY, ROBERT J. CEN - SPECIAL HOUSING/DISCIP

SYSM INBASKET PRINT

MESSAGE ID: 545625 DATE: 03/29/96 TIME: 02:17PM PRIORITY: 000

TO: 999SHURJM - MURPHY, ROBERT J.
ASST. DIRECTOR - SHU/ID
CEN - SPECIAL HOUSING/DISCIP
BUILDING 2
STATE OFFICE CAMPUS
ALBANY, NY 12226

FROM: 999SHUDSS - SELSKY, DONALD S.
DIRECTOR - SHU/ID
CEN - SPECIAL HOUSING/DISCIP
BUILDING 2
STATE OFFICE CAMPUS
ALBANY, NY 12226

SUBJECT: CONTRABAND ALCOHOL

THE PURPOSE OF THIS MEMORANDUM IS TO CLARIFY PROCEDURES FOR
THE IDENTIFICATION OF ALLEGED CONTRABAND ALCOHOL WHEN FOUND
DURING SEARCHES.

WHEN OFFICERS FIND ALLEGED ALCOHOL WHILE DOING SEARCHES OF INMATE'S
HOUSING AREAS OR OTHER AREAS OF RESPONSIBILITY, THEY SHOULD
HAVE A SERGEANT OR HIGHER AUTHORITY EVALUATE THE SUBSTANCE TO
DETERMINE WHETHER IT IS HOMEMADE ALCOHOL. AFTER MAKING THE
DETERMINATION, THE SUPERVISOR SHOULD PREPARE A MEMORANDUM TO BE
ATTACHED TO THE MISBEHAVIOR REPORT WHICH INDICATES THAT BASED UPON
HIS/HER EXPERIENCE AND THE CIRCUMSTANCES UNDER WHICH THE SUBSTANCE
WAS FOUND, HE/SHE BELIEVES THAT THE SUBSTANCE IS, OR IS INTENDED TO
BE, HOMEMADE ALCOHOL. THE SUBSTANCE CAN THEN BE DESTROYED.

needed
at
hearing

FOR THOSE FACILITIES THAT USE SCIENTIFIC TESTING DEVICES TO
IDENTIFY ALCOHOLIC BEVERAGES, THE RECORD OF THE HEARING SHOULD
INCLUDE A DESCRIPTION OF THE TESTING PROCEDURES AND THE RESULTS
OF THE TEST. THAT MATERIAL SHOULD BE SERVED UPON THE INMATE
IN A MANNER SIMILAR TO OUR CONTRABAND DRUG OR URINALYSIS PROCEDURES.

IF ISSUES ARISE DURING THE SUBSEQUENT HEARING ABOUT THE IDENTIFICATION
PROCEDURES, HEARING OFFICERS SHOULD REQUEST THE STAFF MEMBER WHO
IDENTIFIED, OR TESTED, THE SUBSTANCE TO TESTIFY AT THE HEARING
TO CLARIFY THE ISSUES. HEARING OFFICERS SHOULD CLEARLY REFER TO ANY
DOCUMENTATION USED TO IDENTIFY THE SUBSTANCE.

PLEASE SHARE THIS INFORMATION WITH RELEVANT STAFF. IF YOU OR YOUR
STAFF HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CONTACT ME.

SENT TO: DSS (LIST) (TO)
999SHURJM - ROBERT J. MURPHY (CC)
999SHU - SPECIAL HOUSING (CC)
999EXCGSG - GLENN GOORD (CC)

Contraband 7/10/01

CHECK LOCALLY
IF NEEDED

NEW YORK STATE - DEPARTMENT OF CORRECTIONAL SERVICES
CORRECTIONAL FACILITY

ASSISTANT FORM

TO: _____

FROM: DISCIPLINARY OFFICE

You have been selected to assist inmate _____, _____, _____ in a
(Date) (Location)
pending Tier _____ for a misbehavior report dated _____.

Pursuant to Section 251-4.2 of Chapter V, your role is to ensure that the inmate understands the charges, interview potential witnesses identified by the inmate, and report the results of your efforts to the inmate. You may also be requested to obtain relevant documentary evidence to assist in the preparation of the inmate's defense to the charges.

TO BE COMPLETED BY ASSISTANT:

I initially met with this inmate on _____ at _____
(Date) (Time)

He has requested the following inmates to be interviewed as potential witnesses:

NAME	DIN	LOCATION	AGREES TO TESTIFY
_____	_____	_____	Yes _____ No _____
_____	_____	_____	Yes _____ No _____
_____	_____	_____	Yes _____ No _____
_____	_____	_____	Yes _____ No _____
_____	_____	_____	Yes _____ No _____
_____	_____	_____	Yes _____ No _____

He has requested the following other persons to be interviewed as potential witnesses:

(Name) _____

OTHER REQUESTS:

ACTION TAKEN:

TO BE COMPLETED AT CONCLUSION OF ASSISTANCE

I have interviewed witnesses and assisted as requested and reported the results to the inmate charged.

Assistant's Signature: _____ Date: _____ Time: _____

Date: _____ Time: _____

FIGHT INVESTIGATION FORM

TO: Watch Commander

DATE:

FROM:

- (a) Inmate Name & Number _____ Cell Location _____ Aggressor: Yes: ____ No: ____ Unk: ____
- (b) Inmate Name & Number _____ Cell Location _____ Aggressor: Yes: ____ No: ____ Unk: ____
- Location of Incident: _____ Date: _____ Time: _____
- Was force used? Yes: ____ No: ____
- Has medical attention been given to inmate?
- (a) Yes: ____ No: ____ Refused: ____
- (b) Yes: ____ No: ____ Refused: ____
- Describe any injuries:
- (a) _____
- (b) _____
- Was a weapon involved?
- (a) Yes: ____ No: ____ Description: _____
- (b) Yes: ____ No: ____ Description: _____
- Have pictures of the weapon(s) been taken? Yes: ____ No: ____
- Where is the weapon(s) now? (a) _____ (b) _____
- Does inmate(s) want protection? (a) Yes: ____ No: ____ (b) Yes: ____ No: ____
- Does inmate(s) want to press charges? (a) Yes: ____ No: ____ (b) Yes: ____ No: ____
- Inmate(s) explanation(s): _____

- Sergeant's assessment (conclusion): _____

Deputy Supt. of Security
Unusual Incident Packet

Sergeant

*** REQUESTOR: 999SHUTAV - Votraw, Tim Cen - Special Housing/Discip ***

*** S Y S M I N B A S K E T P R I N T ***

MESSAGE ID: 896416ET DATE: 06/27/06 TIME: 03:48pm PRIORITY: 000

TO: 999SHUTAV - Votraw, Tim
 Investigator
 Cen - Special Housing/Discip

FROM: 999SHUDSS - Selsky, Donald S.
 Director - SHU/ID
 Cen - Special Housing/Discip

SUBJECT: Witness Refusals to Testify
*** Original Author: 999EXCLJL - Leclaire, Lucien; 06/27/06 02:53pm

To: All Superintendents

From: Lucien J. Leclaire, Jr., Deputy Commissioner
 Anthony J. Annucci, Deputy Commissioner and Counsel

Re: Witness refusals to testify

The Appellate Division Third Department, in a decision entitled Matter of Hill v. Selsky, stated that, "when an inmate witness previously agreed to testify, but later refuses to do so without giving a reason....the hearing officer is required to personally ascertain the reason for the inmate's unwillingness to testify."

In Hill, two inmate witnesses advised the inmate assistant that they would agree to testify, however, when the time came to do so, they refused and would not give a reason for refusing to testify. The court concluded that, "in this circumstance, the Hearing Officer was obliged to personally interview the potential witnesses to try to determine what caused them to change their minds. Petitioner's right to call witnesses was not adequately protected by third-person interviews because the Hearing Officer lacked the opportunity to judge the authenticity of the witnesses' refusals."

To ensure compliance with this decision, hearing officers should initially encourage escort officers to obtain written reason(s) for a witness's refusal to testify on the appropriate form, particularly if they had previously agreed to testify. The hearing officer should specifically instruct the escort officer to direct the witness to indicate on the form why he is refusing when he previously agreed to testify and he must obtain the escort officer's testimony on that precise issue. If possible, the presence and testimony of a second staff member to witness the interview would further protect the record in the event of a subsequent court challenge. Furthermore, aside from the interview, if the hearing officer himself is aware of a potential reason why there has been a change of heart by the witness, that too should be stated on the record.

The reason(s) a requested witness refuses to testify should be written on the "Witness Refusal to Testify Form." Simply circling "I do not want to be involved" or "I do not know enough about the specific incident to provide relevant testimony," is not sufficient. Absent

either a specific written reason, or signature, then the witness should be ordered to meet with the hearing officer to personally advise him or her of the reason(s) for refusal. The interview with the hearing officer and the refusing witness should be recorded on tape outside the presence of the charged inmate and a new witness refusal to testify form completed. If the inmate refuses to meet with the hearing officer, then the escort officer should be interviewed on tape and provide a detailed description of the encounter with the refusing witness. A misbehavior report for refusing the order to meet with the hearing officer, not for refusing to testify, may be issued.

The record of the hearing should clearly establish that the hearing officer personally ascertained, or made a diligent effort to personally ascertain, the reasons why a witness who initially indicated they would testify subsequently changed their mind when requested to attend the hearing.

Please share this memorandum with all hearing officers and other staff involved in the disciplinary process. Any questions may be directed to Donald Selsky, Director, Special Housing/ Inmate Disciplinary Programs or his staff.

*** Comments From: 999SHUDSS - Selsky, Donald S.; 06/27/06 03:48pm
fyi

Sent to: STAFF

<list>

(to)



STATE OF NEW YORK
DEPARTMENT OF CORRECTIONAL SERVICES
THE HARRIMAN STATE CAMPUS
ALBANY, N.Y. 12226

*File
all Septs*

PHILIP COOMBE, JR.
ACTING COMMISSIONER

WAYNE L. STRACK
DEPUTY COMMISSIONER
CORRECTIONAL FACILITIES

TO: All Superintendents
FROM: Wayne L. Strack, Deputy Commissioner
RE: Contraband Documentary Evidence, Disciplinary Hearings
DATE: May 15, 1995

DEPT. OF CORRECTIONAL SERVICES
MAY 22 1995
S. DISCIPLINARY PROGRAMS

This is to advise you that any documentary evidence considered by hearing officers in disciplinary hearings, i.e., unauthorized group material, unauthorized correspondence, etc., should be retained as part of the hearing package for future review. The materials should not be destroyed or sent home at the inmate's expense.

st If the hearing is appealed, a copy of the material should be sent with the rest of the hearing documents for review by Donald Selsky, Director, Special Housing/Inmate Disciplinary Programs.

However, since the material is determined to be contraband, you should not provide a copy of the material to the inmate if he/she submits a Freedom of Information Law request. If the inmate's legal representative requests the material via the established FOIL procedures, your staff can provide the material unless a determination is made that the material contains confidential information which may normally be excluded.

Please share this information with all staff involved in the disciplinary process. If there are any questions, please contact Donald Selsky, Director, Special Housing/Inmate Disciplinary Programs.

Wayne L. Strack
Wayne L. Strack
Deputy Commissioner

COMMUNAL
RECORDS
LIVIDENCE
5/15/95
STRACK

PHOTOCOPY AS NEEDED

STATE OF NEW YORK - DEPARTMENT OF CORRECTIONAL SERVICES

DISCRETIONARY REVIEW EVALUATION FORM

CORRECTIONAL FACILITY

To: SHU Sergeant (7-3 Shift)

From: Discretionary Review Committee Chairman

Date: _____

The following inmate is scheduled for a discretionary review of his/her Special Housing Unit time.

NAME	DIN#	CELL
SHU ADMISSION DATE	CURRENT SHU RELEASE DATE	

Please review the below-listed categories with the SHU staff most familiar with the inmate's adjustment and return within 5 business days of receipt:

	7-3 SHIFT			3-11 SHIFT			11-7 SHIFT		
	GOOD	AVERAGE	POOR	GOOD	AVERAGE	POOR	GOOD	AVERAGE	POOR
Current Behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relationship w/staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Relationship w/inmates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Attitude	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

List Staff who provided input:

Name: _____ Title: _____ Tour: _____
 Name: _____ Title: _____ Tour: _____
 Name: _____ Title: _____ Tour: _____
 Sergeant (7-3 shift): _____ Date: _____

Upon completion, please return this form to the chairman of the Discretionary Review Committee.

Committee Recommendations:

Date: _____

☐ Recommend Time Cut of _____ ☐ Time Cut Not Recommended

Comments: _____

Committee Members: Name: _____ Title: _____
 Name: _____ Title: _____
 Name: _____ Title: _____

Superintendent's Decision: ☐ Concur ☐ Reject ☐ Modify _____

Comments: _____

Signature: _____ Date: _____

SUBJECT: Disciplinary Review Committee	AREA: 4	DATE: 5/1/01	PAGE: 3 OF 3 PAGES
--	---------	--------------	--------------------

UPSTATE CORRECTIONAL FACILITY EVALUATION REPORT

TO: Correction Sergeant _____ DATE: _____

FROM: Chairperson, Disciplinary Review Committee

The following inmate is scheduled to be reviewed for early transfer consideration per Facility Policy and Procedure:

NAME: _____ DIN: _____ CELL: _____

Please review the listed categories with subordinate custodial staff most familiar with inmate's adjustment.

PIMS Level

Security Response

Counselor Response

Relationship with Inmate (Security only)	S	I	U	S	I	U
Relationship with Staff	S	I	U	S	I	U
Attitude	S	I	U	S	I	U
Willingness to Follow Directions	S	I	U	S	I	U

S Satisfactory
I Needs Improvement
U Unsatisfactory

COMMENTS: (List staff who provided input)

(Security) _____

_____ C.O. Date: _____
_____ Sergeant Date: _____

(Counselor) _____

_____ Correction Counselor Date: _____

TO: Superintendent
FROM: Chairperson, Disciplinary Review Committee _____

RECEIVED AT UPSTATE ____/____/____ SHU RELEASE DATE	ELIGIBLE: _____ WEEKS RECOMMENDATION: _____ WEEKS	_____ MONTHS RE-REVIEW BY COMMITTEE NEXT RECOMMENDED REVIEW DATE
---	--	---

The Committee reviewed the above-noted inmate for early transfer consideration from Upstate C.F. on ____ and has recommended the following for your consideration:

COMMENTS: ☐ Recommend New Date FROM: ____/____/____ TO: ____/____/____
☐ Pending Misbehavior Report(s) ☐ Upstate Misbehavior Reports ____ Tier II ____ Tier III
☐ Additional SHU/KL Time _____
☐ Other _____

- ☐ Affirmed
- ☐ Denied
- ☐ Other

Superintendent

Date

STATE OF NEW YORK - DEPARTMENT OF CORRECTIONAL SERVICES
SUICIDE PREVENTION SCREENING GUIDELINES - SHU ADMISSION

Ref. Dir. # 4101

This form shall be completed immediately upon admission to SHU. If an inmate is taken to the infirmary on the way to SHU, this form shall be filled out by health care staff and delivered to the SHU Supervisor. At all other times, the form shall be filled out by the SHU Supervisor.

Inmate's Name:	DIN:	Date:	Time:
Name of Facility:	Name of Screening Person:	Length of SHU Sentence (if determined):	
Reason for admission to SHU:			

Check appropriate YES or NO Response for Each Question

Observations of Escorting Officer:

YES NO ANY COMMENTS/OBSERVATIONS

Escorting Officer observed bizarre behavior or behavior that may be a sign of suicide risk.

☐☐**SHU Screening Questions:**

Have you served SHU time before?

☐☐

Have you been seen by Mental Health Staff while incarcerated?

☐☐

Are you currently an active mental health patient?

☐☐

Have you tried to commit suicide while incarcerated?

☐☐

Are you feeling suicidal?

☐☐

Do you feel that you cannot adjust to SHU confinement?

☐☐

Do you feel there is nothing to look forward to in the future?

☐☐

Are you currently taking any mental health medications?

☐☐**Behaviors/Appearance:**

Inmate has visible marks of self-mutilation.

☐☐

Inmate shows signs of depression (e.g. crying, withdrawn).

☐☐

Inmate appears anxious, scared, irritable or angry.

☐☐

Inmate appears to have poor hygiene (e.g. smells, debris in hair).

☐☐

Inmate is having trouble following direction or responding appropriately.

☐☐

Inmate appears to be under the influence of alcohol or drugs, is incoherent or otherwise acting in an abnormal manner.

☐☐**Actions:**

If any box marked with *** is checked, make an immediate referral to Mental Health and notify the Watch Commander.
 If any of the YES boxes are checked in the *Behaviors/Appearance* section, make a regular Mental Health referral.
 If for any other reason you feel there is a problem with the inmate, notify Mental Health.

Mental Health notified? Yes ☐ Regular Referral ☐ Immediate Referral ☐
 No ☐

Distribution: White - OMH
 Canary - SHU Supervisor (for the SHU File)
 Pink - Watch Commander
 Goldenrod - Medical

JAN 20 2004

DATE

PAGE 18 OF 24

FORM 2186 (7/01)
REV. 7 NYCRR 305.4

STATE OF NEW YORK - DEPARTMENT OF CORRECTIONAL SERVICES

Correctional Facility

RESTRAINT ORDER

RECOMMENDATION

I recommend that inmate _____, DIN _____ be placed
on a restraint order from _____ to _____ because of the following reasons:

I recommend ☐ do not recommend ☐ that this inmate be required to remain in restraints in the exercise
area in accordance with 7 NYCRR 305.4(e)(5). (If recommended, state reasons.)

_____, Sergeant Date _____

INITIAL AUTHORIZATION

Restraint Order Approved ☐
Disapproved ☐

Restrains in exercise area Approved ☐ *
Disapproved ☐

Reason for approval/disapproval:

Type(s) of restraints to be used/ manner of application:

_____, Deputy Superintendent Date _____
for Security Services

*NOTE: A determination that you are required to remain in restraints in the exercise area will expire three days
after the date of this authorization unless approved below by the Superintendent or Acting Superintendent.

NOTICE TO INMATE: You may write to the Deputy Superintendent for Security or his/her designee to make
a statement as to the need for continuing this restraint order.

SUPERINTENDENT REVIEW

Pursuant to 7 NYCRR 305.4(e)(5), I have reviewed the relevant facts pertaining to the order that you will
remain in restraints in the exercise area. I have approved ☐ disapproved ☐ the determination that you
remain in restraints in the exercise area for the duration of this restraint order for the following reason(s):

_____, Superintendent Date _____

Distribution: White - Supt., Canary - DSS, Pink - SHU Sergeant/Housing Unit, Goldenrod - Inmate

JAN 20 1994

DATE

PAGE 20 OF 24

STATE OF NEW YORK - DEPARTMENT OF CORRECTIONAL SERVICES

- ☐ DEPRIVATION ORDER
☐ DEPRIVATION ORDER RENEWAL

INMATE'S NAME

DIN#

CELL LOCATION

ORIGINAL COMMENCEMENT DATE
ORIGINAL DATE

Correctional Facility

In accordance with 7 NYCRR Section 305.2, you are being deprived of the following specific item(s), privilege(s) or service(s): _____

because it is determined that a threat to the safety or security of staff, inmates or State property exists and for the following specific reason(s): _____

Recommended by _____, Sergeant

Authorized by: _____

Deputy Superintendent for Security (DSS)/
Officer of the Day (O.D.) or other authorized
staff _____

Date

Upon signature
authorization,
tear off the pink
copy and deliver
it to the inmate.

Note: For any deprivation order issued
pursuant to §305.2(e), the appropriate
CCH form must be attached as soon as
possible upon completion by the
approving clinical professional.

DAILY REVIEW

Day	Date	Reason(s) for continuing this order (based on current evaluation):
1		
		Recommended by (Sgt.): _____ Authorized by _____
2		
		Recommended by (Sgt.): _____ Authorized by _____
3		
		Recommended by (Sgt.): _____ Authorized by _____
4		
		Recommended by (Sgt.): _____ Authorized by _____
5		
		Recommended by (Sgt.): _____ Authorized by _____
6		
		Recommended by (Sgt.): _____ Authorized by _____

JAN 20 2014

Form 2188

STATE OF NEW YORK - DEPARTMENT OF CORRECTIONAL SERVICES

CELL SHIELD ORDER - SHU

Correctional Facility

INMATE'S NAME	DIN#	CELL LOCATION
---------------	------	---------------

In accordance with 7 NYCRR Section 305.6, you are being placed under a cell shield order

from _____ to _____
(starting date) (ending date)for the following reason(s): _____

_____Notice to Inmate:

You may write to the Deputy Superintendent for Security or his/her designee to make a statement on the need for continuing this cell shield order.

Recommended by _____, Sergeant

Authorized by _____
DSS, OD or Higher Ranking Authority DateOriginal - Superintendent
Copy - Inmate
Copy - SHU Sergeant

JAN 20 1994

Attachment E

DATE

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STATE OF NEW YORK - DEPARTMENT OF CORRECTIONAL SERVICES

CELL SHIELD ORDER - SHU - RENEWAL

FORM 2188 R

Correctional Facility

INMATE'S NAME	DIN#	CELL LOCATION

In accordance with 7 NYCRR Section 305.6, you were placed under a cell shield order
on _____
(original order date)

This order has been reevaluated and a decision has been made to renew the order

from _____ to _____
(starting date) (ending date)

for the following reason(s): _____

Notice to Inmate:

You may write to the Deputy Superintendent for Security or his/her designee to make a statement on the need for continuing this cell shield order.

Recommended by _____, Sergeant

Authorized by _____
DSS, OD or Higher Ranking Authority Date

Original - Superintendent
Copy - Inmate
Copy - SHU Sergeant