

Memorandum of Agreement

By and Between

The State of New York

And

**Civil Service Employees Association, Inc., Local 1000,
AFSCME AFL-CIO (“CSEA”)**

During the emergency caused by the security staff strike at New York State prisons, the parties hereby agree as follows:

1. CSEA-represented civilian staff will not be assigned to any security duties and will generally not be assigned to be in the presence of an Incarcerated Individual (“I/I”). In the rare event that they are assigned to be in the presence of I/Is, it will be with a trained security escort.
2. CSEA-represented employees will, to the largest extent possible, with only limited exceptions, be provided with personal alarms.
3. CSEA represented employees will not be assigned to duties without PPE and training in the use of that PPE.
4. CSEA-represented employees, when in contact with I/Is, will, to the largest extent possible, with only limited exceptions, be provided with radios or someone in their group will have a radio.
5. The parties agree that their designated representatives at the facility level or area office level will meet to negotiate the equitable distribution of shift schedules for the duration of the strike. The parties agree that schedules will seek to balance the health, safety, and wellness of CSEA members and the security and operational needs of DOCCS.
6. CSEA civilian staff will have limited tasks in areas civilians do not normally work in where there are I/I’s present. In the event there is such an assignment, there will be sufficient trained security present.
7. No programming will be run until the facility has sufficient correctional officers to provide the necessary security.
8. The parties agree that an expedited process for reviewing assignment disputes over work covered by the MOA is in the best interests of all parties involved. Without agreeing to

the appropriateness of any assignment, the parties agree that DOCCS retains its right to assign work, and that CSEA does not waive, and members retain their right to refuse, hazardous work under PESH. At any time during the below process, if the member or CSEA is unable to access the process or necessary resources, the member retains the right to refuse hazardous work and DOCCS does not waive its right to pursue appropriate administrative or disciplinary actions.

If a member disputes that a proposed assignment is appropriate, based on their belief that the assignment is hazardous to their health and safety, and/or is in violation of the MOU, the member must be provided with access to a CSEA representative, and CSEA or DOCCS may initiate the following process by contacting an arbitrator appointed by agreement of the parties. CSEA may combine similar disputes to be heard together.

If necessary, DOCCS will provide the member with access to a CSEA representative, and the member and their representative will be provided with necessary time and access to an outside line to initiate and/or appeal under this procedure. The parties agree that the Arbitrator will be Jeffrey Selchick for this process. DOCCS will provide the members and CSEA with access to any necessary resources (space, time, and access to a telephone, etc.). Arbitrator Selchick will provide direct contact information to CSEA and/or DOCCS, and either party may initiate this process upon a dispute by a covered CSEA member over an assignment.

Once contacted, each party will be provided with an opportunity to present their arguments to Arbitrator Selchick as to whether an assignment is appropriate under the parties' MOA. Each party will be provided with at least five minutes to present their arguments. Arbitrator Selchick shall have the authority and discretion to determine the order of presentations and provide additional time for arguments as he deems fit.

Arbitrator Selchick will provide a bench ruling on all disputes and verbally advise the parties whether the assignment is appropriate, consistent with the employee's job title and duties, and the MOA. Arbitrator Selchick will follow up with a written decision to be emailed to both parties. The written decision will briefly summarize the nature of the assignment at issue, the name and title of the member(s) involved, and the facility/workplace and the arbitrator's determination (in favor of the employee or employer's position).

Once the parties have been verbally advised of Arbitrator Selchick's determination, the employer will be free to either withdraw or direct the employee to perform or refuse the assigned work, but the arbitrator's determination may be offered in any subsequent proceeding resulting from the dispute, with the admissibility of the determination to be determined in that forum.

The parties agree to meet to review and modify these procedures, by mutual agreement, as necessary. The procedure will continue until the parties agree to its termination based upon resolution of the current crisis, or until terminated or modified by mutual agreement.

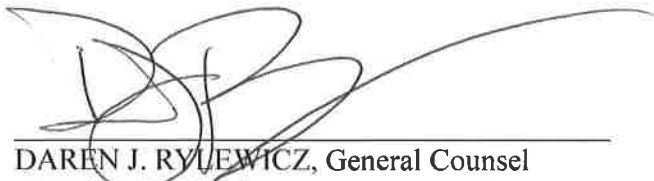
Before reporting to expedited arbitration process, the parties will make good faith efforts to informally resolve assignment duties.



MICHAEL N. VOLFORTE, Director
Office of Employee Relations, State of New York

2/28/25

Date



DAREN J. RYLEWICZ, General Counsel
Civil Service Employees Association, Inc.

2/28/25

Date