

MEMORANDUM OF UNDERSTANDING
Between
The State Of New York
And The
Public Employees Federation, AFL-CIO

This Memorandum of Understanding (MOU) is entered into by the State of New York and the Public Employees Federation, AFL-CIO (hereinafter PEF), representing employees in the Professional, Scientific and Technical Service Unit.

I. NO LAYOFF

Upon enactment of Tier V legislation as delineated in Section 3 below there will be no layoff, or threat of layoff, of PEF represented employees for a period up to and including December 31, 2010. Should the Tier V legislation, as delineated in Section 3 below, be introduced, but fail to be enacted, the parties to this MOU shall meet to negotiate in good faith regarding the subject matter of this MOU.

II. VOLUNTARY SEVERANCE PROGRAM

The State may offer a Voluntary Severance Program payment to certain bargaining unit employees subject to the following conditions:

1. Eligibility requirements. The State shall establish eligibility criteria for the Voluntary Severance Program, and determine any and all bargaining unit employees that will be offered a Voluntary Severance Program payment. To be eligible for participation in the Voluntary Severance Program, employees must be in a full-time annual-salaried position in the executive branch of New York State Government at the time they elect to participate.
2. Amount. The amount of such Voluntary Severance Program payment shall be \$20,000, subject to all usual and customary taxes and withholdings. Such amount shall not be used in the calculation of any retirement benefit calculated by the New York State and Local Retirement System or other applicable retirement system.
3. Election. All employees to whom the Voluntary Severance program payment is offered and who accept such payment shall execute, without altering, the Irrevocable Letter of Voluntary Resignation that is attached hereto as Attachment A as a condition of accepting such payment. All employees electing to participate in this program will, as indicated in Attachment A, be restricted from reemployment by State Executive Branch agencies, including public authorities as defined by Section 2(1) of Chapter 766 of the Laws of New York, 2005, for a period of five years after the effective date of resignation.

III. TIER V

PEF will not oppose the introduction or passage of legislation that will create Tier V of the New York State and Local Retirement System; such legislation will contain the following components applicable to PEF represented employees:

1. Members will contribute 3% of their annual wages for the duration of their employment;
2. Vesting will occur after 10 years of service;
3. Normal retirement will be at age 62, with penalties up to 38% for early retirement;
4. In addition to any restrictions on wages included for pension purposes in current law, voluntary overtime will be included as wages for pension purposes only to a maximum of \$10,000, to be increased annually by 3%. Mandatory overtime will not be subject to such restriction;
5. Tier V shall apply only to employees hired after the effective date of the legislation.

IV. Voluntary Reduction in Work Schedule

Agencies will be directed to make liberal use of the negotiated Voluntary Reduction in Work Schedule program that currently exists in the collective bargaining agreement between New York State and PEF. Labor/Management discussion at the Statewide level may be held to effectuate the goals of this provision.

V. Withdrawal of Improper Practice Charge

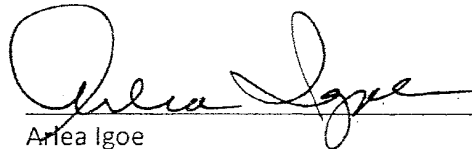
Upon execution of this MOU, PEF shall withdraw Improper Practice Charge U-29066.



John V. Currier
New York State Governor's Office of
Employee Relations

7/22/09

Date



Arlea Igoe
Public Employees Federation, AFL-CIO

7/22/09

Date

ATTACHMENT A
IRREVOCABLE LETTER OF VOLUNTARY RESIGNATION

Pursuant to the terms and conditions of the Voluntary Severance Program offered by the State of New York pursuant to the Memorandum of Understanding between the State and {INSERT UNION} dated {INSERT DATE}, please accept this as an Irrevocable Letter of Voluntary Resignation, effective _____, 2009. **{EMPLOYEE MUST INSERT DATE BETWEEN _____ and _____, 2009.}** If I am retiring, I understand that my voluntary resignation is irrevocable unless notice of revocation is received by _____ {AGENCY TO INSERT NAME} at {INSERT AGENCY ADDRESS} and, if applicable, a "Withdrawal of Application for Service Retirement" (Form RS6354) is timely filed with the New York State and Local Retirement System (NYSLRS) prior to the effective date of retirement or, if another retirement system is applicable, a withdrawal of application for service retirement is timely filed with such retirement system on a form so designated by such system.

I understand and agree that my employment with the State must actually end in order to receive the Voluntary Severance Program payment. I understand that such Voluntary Severance Program payment shall be subject to usual and customary taxes and withholdings for such payment. I further understand that such Voluntary Severance Program payment shall not be used in the calculation of any retirement benefit calculated by NYSLRS, or other applicable retirement system. I also understand that as a condition of accepting the Voluntary Severance Program payment, I agree that I cannot and will not be re-employed by the State of New York for a period of five years after the effective date of my voluntary resignation. I understand that if I am re-employed by the State at any time before five years after my voluntary resignation date has elapsed, I will be required to refund in full the Voluntary Severance Program payment. I understand that if I do not remit a refund in full to the State that the State can and will recover the Voluntary Severance Program payment by set-off against salary received in my re-employed position or by other lawful means at its disposal. I understand and accept that for purposes of the Voluntary Severance Program re-employment with the State means any employment by the Executive Branch agencies, including public authorities as defined by Section 2(1) of Chapter 766 of the Laws of New York, 2005.

Further, I understand that if I have a New York State Deferred Compensation Plan account, no portion of the Voluntary Severance Program payment shall be contributed to my account. I understand that, if applicable, in order for me to apply for retirement and to begin receiving such benefits, I will file a retirement application with the NYSLRS between 30 and 90 days before the effective date of my retirement, pursuant to the Retirement and Social Security Law. If NYSLRS is not applicable to me, I understand that I must comply with all requirements of the retirement system applicable to me to apply for retirement and begin receiving retirement benefits.

I hereby certify that, to the best of my knowledge:

I am eligible to receive retirement benefits and elect to retire.

I am eligible to receive retirement benefits but elect to resign and not apply for retirement benefits at this time.

I am not eligible to receive retirement benefits and elect to resign.

I would like to receive payment for participating in the Voluntary Severance Program as follows:

I would like the Voluntary Severance Program payment to be paid in one \$20,000 lump sum payment, less usual and customary taxes and withholdings, as soon as practicable after my actual resignation date.

I would like the Voluntary Severance Program payment to be paid in two \$10,000 lump sum payments, less usual and customary taxes and withholdings. The first payment shall be paid as soon as practicable after my actual resignation date. The second payment shall be paid as soon as practicable after April 1, 2010.

By signing below, I indicate my agreement to the terms of the Voluntary Severance Program payment.
