2023-2026
AGREEMENT
between
THE PUBLIC EMPLOYEES FEDERATION, AFL-CIO
and
THE STATE OF NEW YORK

Professional, Scientific and Technical Services Unit

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2023-2026 PS&T Unit
AGREEMENT

2023-2026
Professional, Scientific
and
Technical Services Unit
AGREEMENT

Agreement made by and between the Executive Branch of the State of New York ("State") and the Public Employees Federation, AFL-CIO ("PEF").

Bill of Rights

To insure that individual rights of employees in the PS&T Unit are maintained, the following shall represent the employees' Bill of Rights.

1. In all disciplinary hearing proceedings under Article 33, the burden of proof that discipline is for just cause shall rest with the employer.

2. An employee shall be entitled to a union representative or an attorney at each step of a disciplinary proceeding instituted pursuant to Article 33 of this Agreement.

3. An employee shall be entitled to a union representative or an attorney at an interrogation if it is determined by the questioner or reviewer at that time that such employee is a likely subject for disciplinary action, pursuant to Article 33 of the Agreement.

4. No recording device shall be used nor shall any stenographic record be taken during an interrogation unless the employee is so advised in advance.

5. Except as provided in Section 7 below, no statement(s) or admission(s) made by an employee during an interrogation held without that employee having the opportunity of a union representative or an attorney, will be subsequently used in a disciplinary proceeding against such employee.

6. No employee against whom disciplinary action has been initiated shall be requested to sign any statement or admission of guilt, to be used in a disciplinary proceeding under Article 33 without the opportunity to have a union representative or an attorney.

7. An employee shall be entitled to a union representative at each step of the grievance procedure pursuant to Article 34 of this Agreement.

8. An employee shall not be coerced or suffer any reprisal either directly or indirectly that may adversely affect that individual's hours, wages or working conditions as the result of the exercise of the rights provided by Article 33 of this Agreement.

9. Disagreements arising as to the interpretation or application of this Bill of Rights shall not be specifically addressed under this Bill of Rights but must be grieved under the appropriate Article contained in the Agreement.

10. This Bill of Rights is not intended to be a complete list of all of the rights contained in the Agreement, nor is it intended to limit, restrict, or modify in any way those provisions of the Agreement which contain the rights of employees.

— ARTICLE 1 —
RECOGNITION

The State, pursuant to the certification of the Public Employment Relations Board, recognizes PEF as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment of employees serving in positions in the Professional, Scientific and Technical Services Unit and similar positions hereafter created. The terms "employee" or "employees" as used in this Agreement shall mean only employees serving in positions in such unit and shall include seasonal employees where so specified.

— ARTICLE 2 —
STATEMENT OF POLICY AND PURPOSE

2.1 It is the policy of the State to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted operations of government. This policy is effectuated by the provisions of the Public Employees' Fair Employment Act granting public employees the rights of organization and collective representation concerning the determination of the terms and conditions of their employment.

2.2 The State and PEF now desire to enter into an agreement reached through collective negotiations which will have for its purposes, among others, the following:

(a) To recognize the legitimate interests of the employees of the State to participate through collective negotiations in the determination of the terms and conditions of their employment.

(b) To promote fair, safe and reasonable working conditions.

(c) To promote individual efficiency and service to the citizens of the State.

(d) To avoid interruption or interference with the efficient operation of the State's business.

(e) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

— ARTICLE 3 —
UNCHALLENGED REPRESENTATION

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

— ARTICLE 4 —
EMPLOYEE ORGANIZATION RIGHTS

4.1 Exclusive Negotiations with PEF

The State will not negotiate or meet with any other employee organization with reference to terms and conditions of employment of employees. When such organizations, whether organized by the employer or employees, request meetings, they will be advised by the State to transmit their requests concerning terms and conditions of employment to PEF and arrangements will be made by PEF to fulfill its obligation as a collective negotiating agent to represent these employees and groups of employees.

4.2 Payroll Deductions

PEF shall have exclusive payroll deduction of membership dues and premiums for group insurance and mass-merchandised automobile and homeowners' and other insurance policies sponsored by PEF for employees and no other employee organization shall be accorded any such payroll deduction privilege. The State shall provide for payroll deduction of employees' voluntary contributions to the New York State Public Employees Federation Committee on Political Education (PEF/COPE) in accordance with the conditions established in the parties' October 17, 1986 Agreement.

4.3 Bulletin Boards

(a) The State shall provide a reasonable amount of exclusive bulletin board space in an accessible place in each area occupied by a substantial number of employees for the purpose of posting bulletins, notices and material issued by PEF, which shall be signed by the designated official of PEF or its appropriate division. No such material shall be posted which is profane or obscene, or defamatory of the State or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof. No other employee organization 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 upon State bulletin boards.

(b) The number and location of bulletin boards as well as arrangements with reference to placing material thereon and removing material therefrom shall be subject to mutual understandings at the departmental or agency level, provided, however, that any understanding reached with respect thereto shall provide for the removal of any bulletin or material objected to by the State which removal may be contested pursuant to the contract grievance procedure provided for herein. Access to electronic bulletin boards shall be provided pursuant to the side letter on Electronic Communication entered into by the parties.

4.4 Meeting Space

(a) Where there is appropriate available meeting space in buildings owned or leased by the State, it shall be offered to PEF from time to time for specific meetings provided that (1) PEF agrees to reimburse the State for any additional expense incurred in the furnishing of such space, and (2) request for the use of such space is made in advance, pursuant to rules of the department or agency concerned.

(b) No other employee organization, except employee organizations which have been certified or recognized as the representative for collective negotiations of other State employees, shall have the right to meeting space in State facilities.

(c) Where appropriate space is available the State shall provide such space at State facilities for the conduct of PEF division elections, provided that the conduct of such elections will not interfere with normal State operations. Arrangements for such space shall be subject to mutual understandings at the departmental or agency level.

4.5 Access to Employees

(a) PEF representatives shall, on an exclusive basis, have access to employees during working hours to explain PEF membership, services and programs under mutually developed arrangements with department or agency heads. Any such arrangements shall insure that such access shall not interfere with work duties or work performance. Such consultations shall be no more than 15 minutes per employee per month, and shall not exceed an average of 10 percent per month of the employees in the operating unit (e.g., institution, hospital, college, main office or appropriate facility) where access is sought.

(b) Department and agency heads may make reasonable and appropriate arrangements with PEF whereby it may advise employees of the additional availability of PEF representatives for consultations during non-working hours concerning PEF membership, services and programs.

(c) Access to employees for purposes related to grievances and discipline is provided in Section 4.7 of the Agreement.

(d) If the appointing authority exercises its discretion to conduct group onboarding sessions for new employees, PEF will be notified of any such onboarding session that includes three or more new PS&T Unit employees and the union will be given an opportunity to attend and make a presentation to these new employees regarding union membership, services and programs. The union will be given at least three working days advance notice prior to the onboarding session. Absent mutual agreement between the appointing authority and PEF on another arrangement, the union will be allotted 30 minutes for its presentation at a point in the meeting agenda selected by the appointing authority. This provision applies to onboarding sessions held in person, virtually or in a hybrid manner including both.

4.6 Lists of Employees

The State, at its expense, shall furnish the President of PEF, on at least a quarterly basis, information showing the name, address, unit designation, employee identification number and payroll agency of all new employees and any current employee whose payroll agency or address has changed during the period covered by the report.

4.7 Employee Organization Leave

(a) The State shall grant a total of 400 days of Employee Organization Leave during each year of this Agreement for the use of employees for attendance at PEF Executive Board meetings or PEF Committee meetings. Within 30 days of the execution of this Agreement, PEF shall provide the State with a list of committees and boards in the categories described above along with the names and work locations of employees appointed to those committees and boards. Such list supplied by PEF shall also identify Regional Coordinators. Only employees so designated shall be entitled to authorized Employee Organization Leave for the committees, boards, and Regional Coordinators provided as required above. PEF shall notify the State in writing of any additions or deletions of committees and boards and/or employees assigned to those committees and boards. Such written notification shall also identify any additions or deletions to PEF's list of Regional Coordinators designated to use Employee Organization Leave. PEF may also request, in advance, Employee Organization Leave for nondesignated employees to participate in activities of the committees and boards. Failure to designate employees as provided herein can result in the forfeiture of Employee Organization Leave for the desired purpose at the State's discretion.

The use of such leave shall be granted to individual employees designated in advance by PEF, on the dates specified by PEF, contingent on the State's advance receipt of requests for such leave and designation of individual employees, and to the extent that the resulting absences of any individual employee will not unreasonably interfere with an agency's operations. Procedures for the advance request for the use of such leave and advance designation of employees, and for the recording of the use of leave and maintaining of the remaining balance, shall be by means mutually agreed to by the Director of the Office of Employee Relations and the President of PEF.

(b) The State shall grant Employee Organization Leave for one PEF delegate meeting in each year of this Agreement. Such Employee Organization Leave shall be limited to three (3) days each for up to nine hundred and fifty (950) persons. The granting of such leave to individual employees shall be subject to the same procedures and limitations as specified in subsection (a) above.

(1) Unused Employee Organization Leave available pursuant to Article 4.7(b) shall be added to Employee Organization Leave available pursuant to Article 4.7(a) and 4.7(d). Up to two days per week of such Employee Organization Leave may be used by each PEF Regional Coordinator subject to the terms of Article 4.7(d). Such Employee Organization Leave may also be used by PEF for meetings of its committees and/or Executive Board to the extent that Employee Organization Leave under Article 4.7(a) above is exhausted. Such unused PEF delegate meeting EOL will remain available for use subject to the terms of Article 4.7(a) and 4.7(d) for a period of one year following the conclusion of the PEF delegate

meeting for which it was initially available pursuant to Article 4.7(b).

(c) Reasonable numbers of PEF designees will be granted reasonable amounts of Employee Organization Leave to participate in meetings of joint labor/management committees, the conduct of negotiations for a successor agreement, and the representation of employees in the grievance procedure, with no charge to the Employee Organization Leave allowance provided in (a) above or to the employees' leave credits subject to the following conditions:

(1) Beginning April 2, 1999, and quarterly thereafter, PEF shall provide to the Director of the Office of Employee Relations a listing of all grievance representatives, including official workstation and department/agency of such employees. Between quarterly listings PEF shall notify the State in writing on the first of each month of any addition or deletion affecting employees eligible for Employee Organization Leave for this reason. Where a PEF local is comprised of employees from more than one State agency and/or work location, PEF will indicate such. An employee whose name does not appear on the list can be denied Employee Organization Leave at the State's discretion.

(2) PEF shall provide to the Director of the Office of Employee Relations beginning April 2, 1999 and quarterly thereafter, a list of PEF statewide officers, regional coordinators, executive board members, stewards, council leaders, and other local officers eligible for Employee Organization Leave, together with official workstations, departments and agencies of such employees. Where a PEF local is comprised of employees from more than one agency and/or work location, PEF shall so indicate. An employee whose name does not appear on the list can be denied Employee Organization Leave at the State's discretion.

(3) When such activities extend beyond the employee's scheduled working hours, such time shall not be considered as in paid status.

(4) The use of such leave will be contingent on the submission of requests in advance, and shall be granted to the extent the resulting absences will not unreasonably interfere with an agency's operations.

(5) Reasonable and actual travel time in connection with such leave shall also be granted, subject to the same limitations and subject to a maximum of five hours each way for any meeting.

(6) Leave for contract negotiations, joint labor/management committees, and representation of employees in the grievance procedure, pursuant to this provision shall be granted only to employees in this unit designated in advance by PEF and approved by the Director of the Office Employee Relations.

(d) Under special circumstances, and upon advance request, additional Employee Organization Leave other than that provided in Sections 4.7(a) and (b) and the Employee Organization Leave Article 4.7 side letter may be granted by the Director of the Office of Employee Relations. Should such additional leave be granted, PEF shall reimburse the State for the average cost of the involved employee's salary for the day(s) in question, or shall utilize EOL at no charge pursuant to Article 4.7(b)(1). For those employees holding positions that are funded in such a manner that the State must demonstrate that it was reimbursed for the actual cost of the employee's salary, PEF agrees to reimburse the actual cost of the employee's salary, whether higher or lower than the average salary, upon request by the State.

(e) Failure to obtain advance notice for leave provided in Section 4.7 of the Agreement may result in charge to credits.

(f) Within sixty calendar days after ratification of this Agreement, the parties shall commence discussions in an effort to devise, by mutual agreement, a single, consistent statewide electronic system for requests and approvals associated with all Employee Organization Leave (EOL) granted pursuant to subsections 4.7(a), 4.7(b), 4.7(c), and 4.7(d) above. The parties hereby affirm that it is their goal to arrive at a mutually agreed upon electronic system that will be implemented in all State agencies and departments and to leverage technology to the greatest extent possible to reduce administrative burdens and errors associated with EOL. The parties further agree that the electronic system will not be implemented until both the Office of Employee

Relations and PEF have agreed that the system will meet the needs of both parties and that the system will be accessible by both the State and PEF.

(1) Until the parties reach a single, consistent statewide process for EOL request and approval as described in Article 4.7(f) above, with respect to EOL for purposes other than grievance representation, agencies and departments may require that requests for EOL are directed to the Director of Human Resources Management or their designee for advance review and approval. Any EOL request forms furnished to employees for such purpose shall be limited to requesting the employee's name and contact information, the date(s), times and locations for which EOL is requested, and a brief description of the activity for which such EOL has been requested including the name of any internal union committee whose meeting is the basis for the EOL request. Such information shall be used to make a decision on EOL approval consistent with the terms of Article 4.7 of the 2023-2026 State/PEF Agreement. Any such agency forms shall be discontinued upon implementation of a statewide EOL request and approval procedure consistent with Article 4.7(f) above.

(2) Consistent with the parties' long-term understanding regarding EOL for grievance representatives, requests for such EOL pursuant to Article 4.7(c), shall be directed in advance to the employee's immediate supervisor who shall respond as soon as practicable. Requests for EOL for grievance representation shall be identified as such by the authorized grievance representative requesting the EOL and should include the date, and time(s) for which the EOL is requested as well as contact information and location for the grievance representative while on such EOL. Any EOL request forms furnished to employees for this purpose shall be limited to this information and may be used by the immediate supervisor to make a determination as to whether the EOL can be granted in accordance with the terms of Article 4.7(c) of the Agreement. Nothing herein shall prohibit the Director of Human Resources Management or their designee from reviewing supervisory EOL approvals, including any request forms completed by employees, after the fact to ensure that the EOL was granted and used consistent with this Article. Any EOL request forms, with approvals and/or denials, collected by an agency Director of Human Resources Management or their designee shall be furnished by the appointing authority to the Director of the Office of Employee Relations and the President of PEF or their respective designees on a quarterly basis.

4.8 Union Leave

Upon the request of the President of PEF and the employee(s), and the approval of the Director of the Office of Employee Relations, an employee or employees may be granted leave of absence with full pay to engage in PEF activities in accordance with the provisions of Section 46 of Chapter 283 of the Laws of 1972.

4.9 Leave of Absence Information

The State shall provide an employee who is going on an authorized leave of absence with information regarding continuation of coverage under the State's Health, Vision, and Dental Insurance Programs during such leave. The State shall also provide to such employee a memorandum prepared by PEF regarding necessary payments for PEF dues and insurance premiums during such leave.

4.10 Nothing herein shall be considered a diminishment of rights guaranteed by the Public Employees' Fair Employment Act ("Taylor Law") to either the State or PEF.

— ARTICLE 5 —
MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the State are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the State; to determine the facilities, methods, means and number of personnel required for conduct of State programs; to administer the Merit System, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force, to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

— ARTICLE 6 —
NO STRIKES

6.1 PEF shall not engage in a strike, nor cause, instigate, encourage or condone a strike.

6.2 PEF shall exert its best efforts to prevent and terminate any strike.

6.3 Nothing contained in this Agreement shall be construed to limit the rights, remedies or duties of the State or the rights, remedies or duties of PEF or employees under State law.

— ARTICLE 7 —
COMPENSATION

The State and PEF shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to provide the benefits below:

7.1 2023-2024 Salary Increase

Effective March 30, 2023 for employees on the administrative payroll and April 6, 2023 for employees on the institutional payroll, the basic annual salary of employees in full-time employment status on March 29, 2023 and April 5, 2023 respectively shall be increased by three (3.0) percent.

7.2 2023-2024 Salary Schedule

Effective March 30, 2023 for employees on the administrative payroll and April 6, 2023 for employees on the institutional payroll, a new salary schedule shall be established which shall consist of a hiring rate and a job rate for grades 1 through 37 and a hiring rate for grade 38. The hiring rates shall be the hiring rates of the salary schedule in effect on March 29, 2023 for employees on the administrative payroll and April 5, 2023 for employees on the institutional payroll increased by three (3.0) percent. The job rates for grades 1 through 37 shall be the rates of the salary schedule in effect on March 29, 2023 for employees on the administrative payroll and April 5, 2023 for employees on the institutional payroll increased by three (3.0) percent.

7.3 2024-2025 Salary Increase

Effective March 28, 2024 for employees on the administrative payroll and April 4, 2024 for employees on the institutional payroll, the basic annual salary of employees in full-time employment status on March 27, 2024 and April 3, 2024 respectively shall be increased by three (3.0) percent.

7.4 2024-2025 Salary Schedule

Effective March 28, 2024 for employees on the administrative payroll and April 4, 2024 for employees on the institutional payroll, a new salary schedule shall be established which shall consist of a hiring rate and a job rate for grades 1 through 37 and a hiring rate for grade 38. The hiring rates shall be the hiring rates of the salary schedule in effect on March 27, 2024 for employees on the administrative payroll and April 3, 2024 for employees on the institutional payroll increased by three (3.0) percent. The job rates for grades 1 through 37 shall be the rates of the salary schedule in effect on March 27, 2024 for employees on the administrative payroll and April 3, 2024 for employees on the institutional payroll increased by three (3.0) percent.

7.5 2025-2026 Salary Increase

Effective March 27, 2025 for employees on the administrative payroll and April 3, 2025 for employees on the institutional payroll, the basic annual salary of employees in full-time employment status on March 26, 2025 and April 2, 2025 respectively shall be increased by three (3.0) percent.

7.6 2025-2026 Salary Schedule

Effective March 27, 2025 for employees on the administrative payroll and April 3, 2025 for employees on the institutional payroll, a new salary schedule shall be established which shall consist of a hiring rate and a job rate for grades 1 through 37 and a hiring rate for grade 38. The hiring rates shall be the hiring rates of the salary schedule in effect on March 26, 2025 for employees on the administrative payroll and April 2, 2025 for employees on the institutional payroll increased by three (3.0) percent. The job rates for grades 1 through 37 shall be the rates of the salary schedule in effect on March 26, 2025 for employees on the administrative payroll and April 2, 2025 for employees on the institutional payroll increased by three (3.0) percent.

7.7 Signing Bonus

A one-time $3,000 signing bonus will be paid to all eligible members of the PS&T Unit. This signing bonus is not part of basic annual salary. Similarly, the signing bonus is not subject to any salary increases and is not pensionable. The signing bonus shall be pro-rated for those employees paid on any basis other than an annual basis. Employees paid on a part-time, hourly or per diem basis shall receive a signing bonus pro-rated on a basis reflecting the actual hours worked between June 6, 2023 and October

12, 2023 for officers and employees on the administrative payroll or October 19, 2023 for officers and employees on the institutional payroll. To qualify, employees must be in continuous service in the PS&T Unit between June 6, 2023 and October 12, 2023 for officers and employees on the administrative payroll or October 19, 2023 for officers and employees on the institutional payroll as defined by Civil Service Law Section 130(3)(c). Employees who separate from state service between June 6, 2023 and October 12 or October 19, 2023, respectively, are not eligible for this signing bonus unless they retire directly from active state employment. This bonus shall be effective October 12, 2023 for officers and employees on the administrative payroll and effective October 19, 2023 for officers and employees on the institutional payroll.

7.8 Higher Education Differential

Members of the PS&T Unit who hold an earned Associate's Degree, Bachelor's Degree, Master's Degree, or Doctorate (e.g., MD, JD, Ph.D.) from a college or university or a professional license issued by the New York State Education Department are eligible to receive a Higher Education Differential of up to $600 in State fiscal year 2024-2025 and State fiscal year 2025-2026. This will be a lump sum payment that is not added to base salary, not subject to any salary increases and not pensionable. This Higher Education Differential shall be pro-rated for those employees paid on any basis other than an annual basis including hourly or per diem employees. Employees who are less than full-time shall receive the Higher Education Differential pro-rated on a basis reflecting the actual hours worked (including hours charged to accruals or on an authorized leave) between October 1 and March 31 of the preceding State fiscal year. The payment will be made as soon as practicable at the beginning of State fiscal years 2024-2025 and 2025-2026.

In order to receive this payment, employees must provide proof, such as a copy of their diploma or license, that they hold a qualifying degree or professional license to their agency human resources office no later than close of business on the last business day in March preceding the fiscal year in which the payment will be made. Each agency human resources office shall notify employees of how to submit such proof within six months of ratification of this Agreement. Proof of eligibility to receive a qualifying degree or professional license will not be accepted if the degree or license has not actually been awarded. This program shall sunset on April 2, 2026 unless extended by mutual agreement.

7.9 Promotions

(a) Employees promoted or otherwise advanced to a higher salary grade shall 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. For purposes of this section, "base pay" shall include any performance award(s) received during the 12-month period immediately preceding the promotion.

For a Promotion of	*An Increase of*
1 grade	3.0%
2 grades	4.5%
3 grades	6.0%
4 grades	7.5%
5 grades	9.0%

(b) Reallocations and Reclassifications

Employees in positions which are reallocated or reclassified to a higher salary grade shall receive an increase in pay determined in the same manner as described for promotions.

7.10 Applicability to Hourly, Part-time and Per Diem Employees

All of the above provisions shall apply on a pro rata basis to employees paid on an hourly or per diem basis or on any basis other than at an annual rate, or to employees paid on a part-time basis. The above provisions shall not apply to employees paid on a fee schedule.

7.11 Performance Advances

(a) Subject to the provisions of sub-sections 7.11(b) through 7.11(d) below, salary adjustments between the hiring rates and job rates of the salary grades shall be paid to eligible employees in accordance with eligibility standards, procedures, and other provisions of the PS&T Unit Performance

Evaluation System.

(b) Performance advances will be payable to eligible employees on April 1 of the fiscal year immediately following completion of each year of service in grade. Performance advances, except those to job rate, shall be equal to the dollar amounts shown under the column "Advance Amount" in the applicable salary schedule contained in Appendix I. Performance advances to job rate shall be equal to the dollar amounts shown under the column "Job Rate Advance" in the same salary schedule.

Employees hired or promoted on or after April 2 and through October 1 will have a performance advance anniversary date of October 1. Employees hired or promoted on or after October 2 and through April 1 will have an April 1 performance advance anniversary date. All hired or promoted employees will be required to serve at least one year before receiving their performance advance. Once the performance advance is received, subsequent performance advances will begin on the appropriate performance advance anniversary date of either October 1 or April 1. The creation of a second performance advance anniversary date will continue the practice that all employees will serve at least one year before the performance advance is paid but no employee will wait longer than one and one-half years.

(c) An employee's salary may not exceed the job rate as a result of a performance advance.

(d) The State/PEF Memorandum of Understanding Concerning Performance Evaluation and Performance Advances shall be amended to incorporate the necessary revisions to comply with the provisions of this article.

7.12 Performance Awards

(a) Eligibility

(1) Each employee who as of March 31 has completed five years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary rate equal to or higher than the job rate of the employee's salary grade, and whose summary performance evaluation received during the prior calendar year was higher than "Below Minimum" or the equivalent, shall receive a five year Performance Award.

(2) Each employee who as of March 31 has completed ten years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary rate equal to or higher than the job rate of the employee's salary grade, and whose summary performance evaluation received during the prior calendar year was higher than "Below Minimum" or the equivalent, shall receive both a five year Performance Award and a ten year Performance Award.

(3) Effective April 1, 2020, each employee who as of March 31 of each year has completed fifteen years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary rate equal to or higher than the job rate of the employee's salary grade, and whose summary performance evaluation received during the prior calendar year was higher than "Below Minimum" or the equivalent, shall receive a five year Performance Award, a ten year Performance Award and a fifteen year Performance Award.

(b) Performance Award Payments

Performance Awards shall be lump-sum, non-recurring payments in the amounts provided below for employees in full-time status as of March 31, or a pro rata share of that amount for employees in part-time employment status on that date, and shall be paid in April.

Effective Date	Five-Year Performance Award Payment	Ten-Year Performance Award Payment	Fifteen-Year Performance Award Payment
FY 23-24	$1,500	$1,500	$1,500
FY 24-25	$1,500	$1,500	$1,500

(c) Performance Award Payments in Fiscal Year 2025-26

The prior performance award amounts described in Article 7.12(a) and 7.12(b) above shall be

replaced in Fiscal Year 2025-26 as described in this Article 7.12(c).

(1) Twelve-Year Performance Award

Effective April 1, 2025 and thereafter, each employee who as of the preceding March 31 has completed twelve years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law in the Executive Branch of New York State government, and has attained a performance rating higher than "Below Minimum" or its equivalent, shall receive a twelve year Performance Award pursuant to Article 7.12(c)(4) below.

(2) Seventeen-Year Performance Award

Effective April 1, 2025 and thereafter, each employee who as of the preceding March 31 has completed seventeen years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law in the Executive Branch of New York State government, and has attained a performance rating higher than "Below Minimum" or its equivalent, shall receive a seventeen year Performance Award pursuant to Article 7.12(c)(4) below. Such employees will also continue to receive the twelve-year performance award described above in 7.12(c)(1).

(3) Twenty-Two Year Performance Award

Effective April 1, 2025 and thereafter, each employee who as of the preceding March 31 has completed twenty-two years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law in the Executive Branch of New York State government, and has attained a performance rating higher than "Below Minimum" or its equivalent, shall receive a twenty-two year Performance Award pursuant to Article 7.12(c)(4) below. Such employees will also continue to receive both the twelve and seventeen-year performance awards described above in 7.12(c)(1) and 7.12(c)(2), respectively.

(4) Performance Award Payments

Performance Awards shall be lump-sum, non-recurring payments in the amounts provided below for employees in full-time status as of March 31, or a pro rata share of that amount for employees in part-time employment status on that date, and shall be paid in April.

Effective Date	Twelve-Year Performance Award Payment	Seventeen-Year Performance Award Payment	Twenty Two-Year Performance Award Payment
FY 25-26 and thereafter	$1,500	$1,500	$1,500

(d) No employee who received a performance award in State Fiscal Year 2024-2025 under the provisions of Article 7.12(b) above shall lose their performance award as a result of transition to the years of service model set forth in Article 7.12(c) and its subsections. Rather, so long as they remain eligible, such employees will continue to receive their performance award based on years at job rate under Article 7.12(b) until they reach a number of years of continuous service as defined by Section 130.3(c) of the Civil Service Law in the Executive Branch of New York State government that would entitle them to a greater performance award under the provisions of Article 7.12(c). In all cases, to receive a performance award under either system, employees must attain a performance rating higher than "Below Minimum" or its equivalent.

(e) Performance Award Payments – No Successor Agreement

During a period where no successor agreement is in place, the provisions of this Article 7.12 continue in accordance with the terms herein.

(f) Employees otherwise eligible to receive payment of Performance Awards who, on the March 31 eligibility date, are on authorized leave of absence without pay (preferred list, military leave, workers' compensation leave, or approved leave of absence) shall, if they return to active payroll status

within one year of the March 31 eligibility date, be eligible for such payment in full if in full-time status immediately prior to such leave or shall be eligible for a pro rata share of such payment if in part-time employment status immediately prior to such leave.

7.13 Recall and Inconvenience Pay and Locational Compensation

(a) Except as otherwise hereinafter specifically provided, the present recall pay and inconvenience pay and locational compensation programs will be continued.

(b) Effective April 2, 2007, the inconvenience pay program will be $575 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, as provided in Chapter 333 of the Laws of 1969 as amended.

(c) Those employees in Monroe County who were receiving $200 location pay on March 31, 1988 will continue to receive such location pay throughout this Agreement as long as they remain otherwise eligible. Employees in New York City, Nassau, Rockland, Suffolk and Westchester counties who would have been eligible to receive location pay if it had continued will receive a downstate adjustment in lieu of location pay. Employees in Orange, Dutchess and Putnam counties will receive the Mid-Hudson adjustment.

(d) Effective April 2, 2023, the downstate adjustment is $3,087 and the Mid-Hudson adjustment is $1,543. Effective April 2, 2024, the downstate adjustment will be increased to $3,400 and the Mid-Hudson adjustment will be increased to $1,650. Effective April 2, 2025, the downstate adjustment will be increased to $4,000 and the Mid-Hudson adjustment will be increased to $2,000.

7.14 Holiday Pay

(a) Any employee who is entitled to time off with pay on days observed as holidays by the State as an employer will receive at the employee's option additional compensation for time worked on such days or compensatory time off. Such additional compensation, except as noted in 7.14(c) below, for each such full day worked will be at the rate of 1/10 of the employee's biweekly rate of compensation. Such additional compensation for less than a full day of such work will be prorated. Such rate of compensation will include geographic, locational, inconvenience, shift pay and the downstate or Mid-Hudson adjustment as may be appropriate to the place or hours worked. In no event will an employee be entitled to such additional compensation or compensatory time off unless the employee has been scheduled or directed to work.

(b) An employee electing to take compensatory time off in lieu of holiday pay shall notify the appropriate payroll agency in writing between April 1 and June 15, 2021, of the employee's intention to do so with the understanding that such notice constitutes a waiver for the term of this Agreement of the employee's right to receive additional compensation for holidays worked; provided, however, that an employee shall have the opportunity to revoke such waiver or file a waiver, if the employee has not already done so, by notifying the appropriate payroll agency in writing between April 1 and May 15 in each year of this Agreement of the employee's revocation or waiver, in which event such revocation or waiver shall remain in effect for the remainder of the term of this Agreement.

(c) Any employee who is entitled to time off with pay on days observed as the Thanksgiving Day or Christmas Day holidays by the State as an employer, will receive at the employee's option additional compensation for time worked on such days or holiday compensatory time off. Such additional compensation for each such full day worked will be at the rate of 3/20 of the employee's biweekly rate of compensation. Such additional compensation for less than a full day of such work will be prorated. Such rate of compensation will include geographic, locational, inconvenience, shift pay and the downstate or Mid-Hudson adjustment as may be appropriate to the place or hours worked. Holiday compensatory time credited for time worked on such days shall be calculated at the rate of time and one-half. The maximum number of hours of holiday compensatory time credited for work on such days is 11.25 for 7.5 hours worked or 12 hours for 8 hours worked. In no event will an employee be entitled to such additional compensation or holiday compensatory time off unless he/she has been scheduled or directed to work. Pursuant to Article 12, Section 12.1(c) of this Agreement, such compensation for the Christmas holiday in any calendar year where December 25 falls on a Sunday shall only be paid for work on December 25.

7.15 Lag Payroll

(a) The "lag payroll" instituted in the 1982-85 Agreement shall remain in effect. 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.

(b) The salary deferral program instituted by legislative action in 1990, and implemented in 1991, shall remain in effect for all employees. Employees newly added to the payroll shall have five days of salary deferred pursuant to the provision of Chapter 947 of the Laws of 1990, as amended by Chapter 702 of the Laws of 1991.

Employees shall recover monies deferred under this program at the time they leave State service, pursuant to the provisions of Chapter 947 of the Laws of 1990, as amended by Chapter 702 of the Laws of 1991.

7.16 Overtime Compensation

(a) Compensation for overtime work will continue to be subject to all applicable statutes, rules and regulations, except that on and after October 1, 1990, all positions in the PS&T Unit allocated or equated to grades 22 and below shall be deemed to be eligible to receive overtime compensation.

(b) However, for the purpose of earning and payment of overtime compensation, an absence charged to sick leave accruals during a workweek shall be treated as follows:

1. when mandatory overtime is worked, a scheduled absence charged to sick leave accruals is time worked;

2. when mandatory overtime is worked, an unscheduled absence charged to sick leave accruals is time worked;

3. when voluntary overtime is worked, a scheduled absence charged to sick leave accruals is time worked;

4. when voluntary overtime is worked, an unscheduled absence charged to sick leave accruals is not time worked with respect to all hours of voluntary overtime worked up to the amount of absence charged to sick leave accruals in that workweek.

(c) Effective September 1, 2021, the denominator for overtime payment shall be 2080.

7.17 Hazardous Duty Pay

Effective April 2, 2023, eligible employees shall be paid a hazardous duty differential of $0.90 per hour, pursuant to the provisions of Civil Service Law Section 130.9. Effective April 2, 2024, eligible employees shall be paid a hazardous duty differential of $1.00 per hour, pursuant to the provisions of Civil Service Law 130.9.

— ARTICLE 8 —
TRAVEL

Travel/Relocation Expense Reimbursement

8.1 Per Diem Meal and Lodging Expenses

The State agrees to reimburse, on a per diem basis as established by rules 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 and the rates set out therein at their option:

(a) Unreceipted Expenses

(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) Receipted Expenses

(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 in such locations, except that in Rockland County receipted lodging and meal expenses shall be reimbursed according to the Comptroller's rates in effect on March 31, 1988 until the combined per diem lodging and meal reimbursement rate provided by the Federal government to its employees equals or exceeds that rate. At that time, the Federal rate will apply.

(2) In locations for which no specific rate is published, 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 the combined per diem lodging and meal reimbursement rate provided by the Federal government to its employees for such locations.

(3) The rates in (1) and (2) above shall be revised prospectively in accordance with any revision made in the per diem rates provided by the Federal government to its employees.

(4) In recognition of the fact that meals and lodging which are fully accessible to employees with disabilities may not be reasonably available within the specified rates, reimbursement for reasonable and necessary expenses will be allowed as specified by the Comptroller.

(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.

8.2 Mileage Allowance

Effective on the date of execution of this Agreement, the State agrees to provide, subject to rules and regulations of the Comptroller, a maximum personal vehicle mileage allowance rate for the use of personal vehicles for those persons eligible for such allowance in connection with official travel. The personal vehicle mileage rate for employees in this unit will be consistent with the maximum mileage allowance permitted by the Internal Revenue Service. Such payments shall be made in accordance with the rules and regulations of the Comptroller. The State also agrees, subject to the rules and regulations of the Comptroller, to reimburse employees who choose to use a motorcycle for official travel at the maximum mileage rate for motorcycles provided by the Federal government to its employees.

8.3 Triborough Bridge Tolls

The State agrees, contingent upon continuation of Legislative approval of recommended funds, to

continue payment for car tolls over the Triborough Bridge for employees employed at and not residing at facilities on Ward's Island, New York, operated by the New York State Department of Mental Hygiene for the reason that:

(a) heretofore, free ferry service was provided to the Island, which service has been discontinued, and,

(b) there is no way for such employees to reach their work by car except over a toll bridge.

PEF agrees that the correction of the situation at this work location will not and cannot be used as a precedent to seek payment of fares or tolls at other work locations.

8.4 Extended Travel

The State agrees to provide $30 additional travel expense reimbursement for each weekend to employees who are in overnight travel status provided they are in such status at the direction of their agency and are at least 300 miles from their home and their official station.

8.5 Relocation Expenses

During the term of this Agreement, employees in this unit who qualify for reimbursement for travel and moving expenses upon transfer, reassignment or promotion (under Section 202 of the State Finance Law and the regulations thereunder), or for reimbursement for travel and moving expenses upon initial appointment to State service (under Section 204 of the State Finance Law and the regulations thereunder), shall be entitled to payment at the rates provided in the rules of the Director of the Budget (9 New York Code Rules and Regulations, Part 155).

8.6 Use of Personal Vehicles

When employees are authorized to use their personal vehicles to transport clients or residents in the care of the State, the State agrees to provide, subject to the rules and regulations of the Comptroller, a supplemental mileage allowance rate of seven cents ($.07) per mile for the use of such personal vehicle.

— ARTICLE 9 —
HEALTH INSURANCE

9.1 The State shall continue to provide all the forms and extent of coverage as defined by the contracts in force on April 1, 2023 with the State's health insurance carriers unless specifically modified by this Agreement.

9.2(a) The Benefits Management Program will continue. Precertification will be required for all inpatient confinements and prior to certain specified surgical or medical procedures, regardless of proposed inpatient or outpatient setting. Effective January 1, 2020, maternity admissions are no longer subject to precertification.

- To provide an opportunity for a review of surgical and diagnostic procedures for appropriateness of setting and effectiveness of treatment alternative, precertification will be required for all inpatient elective admissions.
- 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.
- Precertification will be required prior to an admission to a skilled nursing facility.
- The hospital deductible amount imposed for non-compliance with Program requirements will be $200. Also, 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. The hospital portion of the Empire Plan will only cover those inpatient days determined by the Benefits Management Program to be medically necessary and/or appropriate for the inpatient setting.
- The Prospective Procedure Review Program will screen for the medical necessity of certain specified surgical or diagnostic medical procedures which, based on Empire Plan experience, have been identified as potentially unnecessary or over utilized. The list of procedures will undergo annual evaluation by the Benefits Management Program vendor. As revised and approved by the Joint Committee on Health Benefits, the list will be published and distributed to enrollees prior to implementation.
- The Prospective Procedure Review requirement will include only Magnetic Resonance Imaging (MRI), Computerized Axial Tomography (CAT Scans), Positron Emission Tomography (PET scans), Magnetic Resonance Angiography (MRAs) and Nuclear Medicine.
- In order to assure the timely and accurate notification of PS&T Unit employees of these changes, the State and PEF, in conjunction with the vendor, will develop educational materials relating to the Benefits Management Program and oversee the distribution of said materials.
- Enrollees will be required to call the Benefits Management Program for precertification when a listed procedure subject to prospective review is recommended, regardless of setting. Enrollees will be requested to call two weeks before the date of the procedure.
- The Empire Plan's Prospective Procedure Review penalties will apply for failure to comply with the requirements of the Prospective Procedure Review Program regardless of whether the expense is an outpatient hospital or medical program expense.

(b) Charges for emergency room care within 72 hours of an accident or within 24 hours of the sudden onset of an illness (medical emergency) are subject to a $100 copayment per visit. Charges for other outpatient services covered by the hospital contract, except for outpatient surgery, are subject to

a $50 copayment per outpatient visit regardless of the number and type of services rendered in the hospital outpatient setting. The copayment for hospital outpatient surgery is $95. Services provided in a hospital owned or operated extension clinic will be paid by the hospital carrier, subject to appropriate copayment. Enrollees have the right of appeal of copayments not charged in accordance with this provision. Appeals should be directed to the hospital carrier or to the Health Benefits Administrator. In addition, there will be participating provider copayment for covered services for the treatment of alcohol or substance use. The outpatient and emergency room hospital copayments will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting, for pre-admission testing/pre-surgical testing prior to an inpatient admission or for the following covered chronic care outpatient services: chemotherapy, radiation therapy, or hemodialysis.

Hospital outpatient physical therapy visits will be subject to the same copayment in effect for physical therapy visits under the Managed Physical Medicine Program.

(c) 1. Effective January 1, 2024, a Site of Care Redirection Program will be implemented for all infused drugs with the exception of drugs used to treat cancer and hemophilia. This Program will apply to Empire Plan-primary members only.

2. The Site of Care Redirection Program for Infusions shall be administered pursuant to the Site of Care Redirection Program for Infusions Sideletter. The Joint Committee will meet regularly to discuss the rollout of the program and jointly oversee the implementation and administration of the program, including how access to care and medical concerns will be addressed.

3. Upon implementation, the medical or prescription drug copayments associated with infusions under the Site of Care Redirection Program will be waived when the enrollee uses a non-hospital infusion site of care.

(d) Covered inpatient hospital services at a network hospital shall be a paid-in-full benefit. Covered inpatient hospital services at a non-network hospital shall be reimbursed at 90% of charges. Covered enrollee expenses for non-network inpatient hospital services will be included in the combined annual coinsurance maximum set forth in Article 9.3(b) of the Agreement.

Emergency room and other outpatient services covered by the hospital contract and rendered at a network hospital shall be paid-in-full except for the appropriate copayment. For emergency room services rendered at a non-network hospital and covered by the hospital contract, reimbursement shall be at the billed charges minus the emergency room copayment for outpatient services covered by the hospital contract and rendered at a non-network hospital, reimbursement shall be at the billed charges minus the enrollee share. The enrollee's share of the charge for covered outpatient services shall be the larger of (a) the $75 non-network hospital copayment, or (b) 10% of billed charges. Covered enrollee expenses for non-network outpatient hospital services will be included in the combined annual coinsurance maximum set forth in Article 9.3(b) of the Agreement. Once an enrollee, enrolled spouse or domestic partner, or all dependent children combined, have met the annual coinsurance maximum, all subsequent eligible non-network outpatient services for that enrollee, enrolled spouse or domestic partner, or all dependent children combined, for the balance of the calendar year will be paid subject to network level copayments. Inpatient anesthesiology, pathology and radiology services received at a network hospital will become a paid-in-full (less any appropriate copayment) benefit.

Admission to a skilled nursing facility will be covered for up to 120 days of care. Each day in a skilled nursing facility counts as one-half benefit day of care.

(e) The Empire Plan "Centers of Excellence" Programs will continue. A travel allowance for transportation and lodging will be included as part of the Centers of Excellence Program. The travel allowance for mileage is consistent with the maximum mileage allowance permitted by the Internal Revenue Service; the meal and lodging allowance in each location is equal to the rate provided by the Federal government to its employees in such locations. The Joint Committee on Health Benefits will work with the State and Empire Plan carriers in the ongoing oversight of this benefit.

1. The Centers of Excellence for organ and tissue transplants will be required to provide pre-transplant evaluation, hospital and physician services (inpatient and outpatient), transplant procedures, follow-up care for transplant related services, as determined by the Centers, and any other

services as identified during implementation as part of an all-inclusive global rate.

2. The Centers of Excellence for infertility shall offer enhanced benefits to covered enrollees and covered dependents under the Empire Plan. The lifetime coverage limit is $50,000. Effective January 1, 2020, Empire Plan fertility benefits will cover enrollees for a minimum of three IVF cycles per lifetime and will not be subject to the $50,000 Lifetime Maximum. Covered services include: patient education and counseling, diagnostic testing, ovulation induction/hormonal therapy, surgery to enhance reproductive capability, artificial insemination and Assisted Reproductive Technology procedures. Standard fertility preservation services are covered when a medical treatment, such as treatment for cancer (radiation therapy or chemotherapy), will directly or indirectly lead to infertility. No prior authorization will be required. Exclusions include: experimental infertility procedures, costs for and relating to surrogacy (however, maternity services are covered for you when acting as a surrogate), donor services/compensation charged in facilitating a pregnancy.

3. The Centers of Excellence for Cancer Resource Services (CRS) program will provide direct nurse consultations, information and assistance in locating appropriate care centers, connection with cancer experts at CRS Cancer Centers, and paid-in-full reimbursement for all services provided at a CRS Cancer Center. There is no lifetime maximum for travel and lodging expenses for the CRS program.

(f) 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, coinsurance, or annual/lifetime maximums.

1. Office visit charges by participating providers will be subject to a $25 copayment by the enrollee, with the balance of covered scheduled allowances paid directly to the provider by the Plan. All covered services provided at a participating urgent care center will be subject to a $30 copayment by the enrollee.
2. All covered surgical procedures performed by participating providers during a visit will be subject to a $25 copayment by the enrollee.
3. All covered radiology services performed by participating providers during a visit will be subject to a $25 copayment by the enrollee.
4. All covered diagnostic/laboratory services performed by participating providers during a visit will be subject to a $25 copayment by the enrollee.
5. All covered services provided at a participating ambulatory surgery center are subject to a $50 copayment by the enrollee. All anesthesiology, radiology and laboratory tests performed on-site on the day of the surgery shall be included in this single copayment.
6. The office visit, surgery, radiology and diagnostic/laboratory copayment amounts may be applied against the basic medical co-insurance out-of-pocket maximum, however, they will not be considered covered expenses for basic medical.
7. 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 copay).
8. Network Out-of-Pocket Limit. The amount paid for network services/supplies is capped at the out-of-pocket limit. Network expenses include copayments made to providers, facilities and pharmacies. Once the out-of-pocket limit is reached, network benefits are paid in full. Effective January 1, 2024, the maximum out-of-pocket limit for covered, in-network services under the Empire Plan will be $4,000 for individual coverage and $8,000 for family coverage, split between the hospital, medical/surgical, mental health and substance use and prescription drug programs. Effective January 1, 2025, and annually thereafter, the Network Out-of-Pocket Limit will increase by the percentage of the salary increase from the prior calendar year.

(g) The Empire Plan shall also include basic medical coverage to provide benefits when non-participating providers are used. These benefits will be paid directly to enrollees according to reasonable

and customary charges and will be subject to deductible, co-insurance, and calendar year and lifetime maximums. Effective January 1, 2024, when non-participating providers are used, benefits will be paid at the rate of 275 percent of the Medicare Physician Fee Schedule in effect on the date of service. Benefits will continue to be subject to deductible, coinsurance, and calendar year and lifetime maximums.

(h) The reasonable and customary allowance for pharmaceutical products charged to the basic medical component of the Plan will be the lesser of the actual charge for the covered pharmaceutical product or the average price charged by wholesale distributors/pharmaceutical manufacturers to doctors, pharmacies and infusion companies.

1. Covered charges for medically appropriate local commercial ambulance transportation will be a covered basic medical expense subject only to the $70 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.
2. Charges for Private Duty Nursing services provided as part of an inpatient stay in a hospital will continue to be covered by the hospital carrier when billed by the hospital. However, these charges will not be reimbursable under the basic medical component of the Empire Plan.

(i) 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.
- 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 use component of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan and 88 percent of the cost of individual prescription drug coverage and 73 percent of dependent prescription drug coverage under each participating HMO.

(j) 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.
- 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 use component of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan and 84 percent of the cost of individual prescription drug coverage and 69 percent of dependent prescription drug coverage under each participating HMO.

(k) Health Insurance Enrollment Opt-out

NYSHIP enrollees who can demonstrate and attest to having other coverage, provided by an employer other than New York State, may elect to opt-out of NYSHIP's Empire Plan or Health Maintenance Organizations. Employees who choose to opt-out of a NYSHIP health insurance plan will receive an annual payment of $1,000 for not electing individual coverage or $3,000 for not electing family coverage. The Opt-out program will allow for re-entry to NYSHIP upon a change in status qualifying event as provided in regulations under Internal Revenue Code §125 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 prorated over the twenty-six (26) payroll cycles and appear as a credit to the employee's wages for each biweekly payroll period the eligible individual is qualified.

9.3 PEF Empire Plan Enhancements

In addition to the basic Empire Plan benefits, the Empire Plan for PS&T Unit enrollees shall include:

(a) The annual basic medical component deductible shall equal $1,250 per enrollee, $1,250

per covered spouse/domestic partner and $1,250 for one or all dependent children. The annual basic medical component 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 equal $625 per enrollee, $625 per covered spouse/domestic partner and $625 for one or all dependent children. Covered expenses for basic medical services, mental health and/or substance use treatments and home care advocacy services will be included in determining the basic medical component deductible. As set forth in Section 9.14 of this Agreement, a separate deductible for managed physical medicine services will continue.

(b) The annual maximum enrollee coinsurance out-of-pocket expense under the basic medical component shall equal $3,750 for the enrollee, $3,750 for the covered spouse/domestic partner and $3,750 for one or all dependent children. For employees in a title Salary Grade 6 or below (or an employee equated to a position title Salary Grade 6 or below), the annual maximum coinsurance out-of-pocket expense shall equal $1,875 for the enrollee, $1,875 for the covered spouse/domestic partner and $1,875 for one or all dependent children. The coinsurance maximums will include out-of-pocket expenses for covered hospital, medical, mental health and substance use services. The coinsurance maximums will not include out-of-pocket expenses for covered home care advocacy program services as set forth in Section 9.3(q) of this Agreement nor covered managed physical medicine services as set forth in Section 9.14 of this agreement.

(c) Employees 50 years of age or older and their covered spouses/domestic partners 50 years of age or older will be eligible for reimbursement of up to 100% of the allowed charges once per year toward the cost of a routine physical examination by a non-participating provider. These benefits shall not be subject to deductible or co-insurance.

(d) Routine newborn care services covered under the basic medical component shall not be subject to deductible or co-insurance.

(e) The annual and lifetime maximum for each covered member under the basic medical component shall be unlimited.

(f) Services for examinations and/or purchase of hearing aids shall be a covered basic medical benefit and shall be reimbursed up to a maximum of $1,500 per hearing aid, per ear, once every four years, not subject to deductible or coinsurance. For children 12 years old 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.

(g) Office visit charges by participating providers for well child care will be excluded from the office visit copay.

(h) Charges by participating providers for professional services for allergy immunization or allergy serum will be excluded from the office visit copayment.

(i) Chronic care services for chemotherapy, radiation therapy, or hemodialysis, will be excluded from the office visit copayment.

(j) In the event that there is both an office visit charge and an office surgery charge by a participating provider in any single visit, the covered individual will be subject to a single copayment.

(k) Effective January 1, 2024, all covered services provided under the medical/surgical program (office visit, office surgery, radiology or diagnostic/laboratory service) by a participating provider in a single visit will be subject to a single $25 copayment per covered individual.

(l) Outpatient radiology services and diagnostic/laboratory services rendered during a single visit by the same participating provider will be subject to a single copayment.

(m) Routine pediatric care, including the cost of all oral and injectable substances for routine preventive pediatric immunizations, shall be a covered benefit under the Empire Plan participating provider component and the basic medical component.

(n) Influenza and COVID-19 vaccines are included in the list of pediatric immunizations, subject to appropriate protocols, under the participating provider and basic medical components of the Empire Plan. Preventive care services as established by the 2010 Federal Patient Protection and Affordable Care Act are covered in full when an individual utilizes a Participating Provider.

(o) Mastectomy bras prescribed by a physician, including replacements when it is functionally necessary to do so, shall be a covered benefit under the Empire Plan. Effective January 1, 2024, mastectomy brassieres shall be a covered-in-full benefit, not subject to deductible or coinsurance.

(p) The Pre-Tax Contribution Program will continue unless modified or exempted by the Federal Tax Code.

(q) 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.

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 receive reimbursement at 50 percent of the HCAP allowance for all services, equipment and supplies upon satisfying the basic medical annual deductible. In addition, the basic medical out-of-pocket maximum will not apply to HCAP designated services, equipment and supplies. All other HCAP non-network benefit provisions will remain.

The HCAP program will provide coverage for one pair of diabetic shoes per year. Coverage will be provided as follows: individuals who use a network provider will receive a paid in full benefit up to a maximum of $500 per year; individuals who use a non-network provider will receive reimbursement under the Basic Medical component of the Empire Plan, subject to deductible with the remainder paid at 75 percent of the HCAP network allowance up to a maximum of $500 per year.

(r) The Empire Plan medical carrier will continue to have a network of prosthetic and orthotic providers. Prostheses or orthotics obtained through an approved prosthetic/orthotic network provider will be paid 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 co-insurance.

(s) 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. Payment shall be made under the participating provider or the basic medical component of the Empire Plan, not subject to deductible or co-insurance, when such services are not otherwise included in the hospital facility charge covered by the hospital carrier.

(t) External mastectomy prostheses are a covered-in-full benefit, not subject to deductible or coinsurance. Coverage will be 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.

(u) The medical component of the Empire Plan shall include a voluntary 24 hour day/7 day week nurse-line feature to provide both clinical and benefit information through a toll-free phone number. The Joint Committee on Health Benefits will work with the State and Empire Plan carriers in the ongoing oversight of this benefit.

(v) The Empire Plan medical component shall include voluntary Disease Management Programs. Disease Management covers those illnesses identified to be chronic, high cost, impact quality of life, and rely considerably on the patient's compliance with treatment protocols. The current Disease Management Programs for Cardiovascular Disease Risk Reduction, Asthma, Congestive Heart Failure, Sleep Apnea, Depression, Chronic Obstructive Pulmonary Disease, Chronic Kidney Disease, Eating Disorders, Attention Deficit Hyperactivity Disorder and Diabetes will continue. The Disease Management Programs will provide benefits for nutritional services where clinically appropriate. The Joint Committee on Health Benefits will work with the State and Empire Plan carriers in the ongoing oversight of this benefit.

(w) The cost of certain injectable adult immunizations shall be a covered expense, subject to copayment(s), if any, under the participating provider portion of the Empire Plan. As established by the

2010 Federal Patient Protection and Affordable Care Act, no copayment shall be required for the following immunizations: Influenza, Pneumococcal, Measles, Mumps, Rubella, Varicella, Tetanus, Diphtheria, Pertussis (Td/Tdap), Hepatitis A, Hepatitis B, Human Papilloma Virus (HPV), Herpes Zoster (shingles) Meningococcal (meningitis) and COVID-19. Adult vaccines shall be administered consistent with guidance provided by the Centers for Disease Control and Prevention Advisory Committee on Immunization Practices or other federal entity.

(x) The Empire Plan Basic Medical component will include a Basic Medical Provider Discount Program. This benefit is provided as a pilot program which will expire on December 31, 2023 unless extended by agreement of both parties.

(y) The basic medical program will provide paid in full benefits for prosthetic wigs subject to a lifetime maximum benefit of $1,500.

(z) The Empire Plan medical carrier shall contract with Diabetes Education Centers accredited by the American Diabetes Education Recognition Program.

(aa) Covered preventive care services are paid in full (i.e., not subject to copayment) when received from a participating provider.

(ab) Licensed and certified nurse practitioners and convenience care clinics (also commonly referred to as "minute clinics" or "retail clinics") will be available as participating providers in the Empire Plan subject to the applicable participating provider copayment(s).

(ac) Effective February 1, 2023, the hospital extension clinic facility fee will be waived.

9.4 The Voluntary Catastrophic Medical Case Management component of the Empire Plan's Benefits Management Program will continue. This voluntary program will review cases of catastrophic illness or injury, provide patients an opportunity for flexibility in Plan benefits, maximize rate of recovery, and maintain quality of care.

9.5 There shall be a waiting period of fifty-six (56) days after employment before a new employee shall be eligible for enrollment under the State's Health Insurance Program, Dental Program and Vision Care Program. Effective October 1, 2023, there shall be a waiting period of twenty-eight (28) days.

9.6 (a) The State Health Insurance Plan's regulations shall continue to stipulate that the term "employee" means any person in the service of the State as employer whose regular work schedule is at least half-time per biweekly payroll period.

(b) Employees eligible to enroll in the State Health Insurance Program may select individual or individual and dependent (family) coverage. Those eligible and enrolling for family coverage must provide the names of all eligible dependents to the Plan administrator in order for family coverage to become effective. Employees enrolling without eligible dependents, or those who choose not to enroll their eligible dependents, will be provided individual coverage.

(c) When more than one family member is eligible to enroll for coverage under the State's Health Insurance Program, there shall be no more than one individual and dependent enrollment permitted in any family unit.

9.7 (a) Seasonal employees who are anticipated to be or who are continuously employed on at least a half-time basis for six months, shall be eligible for health insurance coverage subject to the provisions of this Agreement.

(b) Where the State establishes a seasonal position for six months or more, the appointee to that position shall not have his/her service intentionally broken solely for the purpose of rendering that employee ineligible for health insurance coverage.

(c) Should a seasonal employee, who attained health insurance coverage eligibility, leave the payroll and then be subsequently rehired, the employee shall retain eligibility for health insurance coverage upon rehire, provided the employee was not off the payroll more than three months. The employee may continue their health insurance on a full pay basis for the period of time they are off the payroll.

9.8 Eligible employees in the State Health Insurance Plan may elect to participate in a federally qualified or State certified Health Maintenance Organization which has been approved to

participate in the State Health Insurance Program by the Joint Committee on Health Benefits.

If more than one HMO services the same area, the Joint Committee on Health Benefits reserves the right to approve a contract with only one such organization.

9.9 (a) Enrollees 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 Benefits. Changes between options will be permitted without regard to the enrollee's age or the number of previous transfers. If 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 enrollees to transfer.

(b) The State shall provide health insurance comparison information to employees, through State agencies, prior to the beginning of an option transfer period. If the comparison information is delayed for any reason, the transfer period shall be extended for a minimum of 30 calendar days beyond the date the information is distributed to the agencies. Employees transferring plans during a scheduled period but prior to the provision of the comparison data, may elect to further alter or rescind their health plan transfer during the remainder of the option transfer period.

9.10 (a) Continued health insurance coverage will be provided for the unremarried spouse or domestic partner who has not acquired another domestic partner and other eligible dependents of employees who die in State service under circumstances for which they are eligible for the accidental death benefit or for weekly cash workers' compensation benefits under the conditions prescribed in Section 165 of the Civil Service Law.

(b) If an employee is granted a service-connected disability retirement by a retirement or pension plan or system administered and operated by the State of New York, the State will continue the health insurance of that employee on the same basis as any other retiring employee, regardless of the duration of the employee's service with the State.

(c) 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. Effective as soon as practicable, dependents up to age 26 shall also be eligible for vision and dental benefits.

(d) 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 or the employee returns to State employment, whichever occurs first.

9.11 A permanent full-time employee, who loses employment as a result of the abolition of a position on or after April 1, 1977, shall continue to be covered under the State Health Insurance Plan at the same contribution rate as an active employee for one year following such layoff or until re-employment by the State or employment by another employer, whichever first occurs.

9.12 (a) The unremarried spouse or domestic partner who has not acquired another domestic partner and otherwise eligible dependent children of an employee, who retires after April 1, 1979 with 10 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 for the same coverage.

(b) The unremarried spouse or domestic partner who has not acquired another domestic partner and otherwise eligible dependent children of an active employee, who dies after April 1, 1979 and who, at the date of death, was vested in the Employees' Retirement System, had 10 or more years of benefits eligible service, who was at least 45 years of age and was within 10 years of the minimum retirement age shall be permitted to continue coverage in the Health Insurance Program with payment at the same contribution rates as required of active employees for the same coverage.

9.13 (a) Employees on the payroll and covered by the State Health Insurance Program have the right to retain health insurance coverage after retirement, upon the completion of ten years of benefits-eligible service.

(b) Prior to the expiration of this contract, PEF and the State, through the Joint Committee

process, shall develop a proposal to modify the manner in which employer contributions to retiree premiums are calculated in order to recognize and underscore the value of the services rendered to the State by its long-term employees.

(c) 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. The basic monthly value of the sick leave credit shall be calculated according to the procedures in use on April 1, 2011, based on the New York State Employees' Retirement System life expectancy actuarial tables in effect on December 1, 2011.

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.

(d) An employee retiring from State service may delay commencement or suspend their retiree health coverage and the use of the employee's sick leave conversion credits indefinitely, 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 domestic partner, or from post retirement employment.

(e) Eligible enrollees who opt-out of NYSHIP coverage pursuant to section 9.2(k) of this Article shall be deemed to be "enrolled" in NYSHIP for the sole purpose of eligibility for retiree health insurance coverage.

9.14 The Empire Plan's medical care component will continue to offer a comprehensive managed care network benefit for the provision of medically necessary physical medicine services, including physical therapy and chiropractic treatments. Authorized network care will be available, subject only to the Plan's participating provider office visit copayment(s). Unauthorized medically necessary care, at enrollee choice, will also be available, subject to a $250 annual deductible and a maximum payment of 50 percent of the network allowance for the service(s) provided. Deductible/co-insurance payments will not be applicable to the Plan's annual basic medical deductible/co-insurance maximums.

9.15 Acupuncture and Massage Therapy Services

(a) Acupuncture Services

Medically necessary acupuncture services are covered under the Empire Plan. The Empire Plan has an acupuncture network and the Empire Plan's Medical/Surgical Program administrator will continue to recruit and contract with additional providers to expand the network.

Acupuncture services received from a network provider are covered based on medical necessity. Effective January 1, 2024, when acupuncture services are received from a non-network provider, acupuncture service will be limited to 20 visits per calendar year.

(b) Massage Therapy

Effective January 1, 2024, therapeutic massage services including effleurage, petrissage, and/or tapotement (stroking, compression, percussion) will be subject to an annual visit limit of 20 visits per enrollee per calendar year. Other manual therapies provided in

conjunction with other physical medicine services are covered based on medical necessity (not subject to calendar year maximum).

9.16 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 Interdependence shall continue to be eligible for health care coverage.

9.17 Joint Committee on Health Benefits

(a) The State and PEF agree to continue the Joint Committee on Health Benefits.

(b) The Joint Committee on Health Benefits shall meet within 14 days after a request to meet has been made by either side.

(c) The Joint Committee shall work with appropriate State agencies to review and oversee the various health plans available to employees represented by PEF.

(d) The Joint Committee on Health Benefits shall work with appropriate State agencies to monitor future employer and employee health plan cost adjustments.

(e) 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.

(f) 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 Benefits in the format and with such frequency as the Committee shall determine.

(g) The State shall provide to the PEF designees to the Joint Committee, a quarterly summary of hospital carrier paid claims (number of charges, amount of covered expenses and amount of benefits) by type of service for PS&T Unit enrollees and New York State Actives; New York State Empire Plan Medical Carrier and Prescription Drug Program paid claims (number of charges, amount of covered expenses and amount of benefits) by type of service for PS&T Unit enrollees and New York State Actives; number of enrollees, spouses or domestic partners, and dependents for PS&T Unit enrollees and New York State Actives.

(h) The Joint Committee on Health Benefits shall work with appropriate State agencies in an ongoing review of the Medical Flexible Spending Account. The Medical Flexible Spending Account shall provide a direct debit card to all enrollees as permitted pursuant to Internal Revenue Code Section 125 and related regulations.

(i) The Joint Committee on Health Benefits shall work with appropriate State agencies to review the impact of coverage for adult immunizations in the Empire Plan, and to consider additions to the list of immunizations.

(j) The Joint Committee on Health Benefits shall work with appropriate State agencies to make mutually agreed upon changes in the Plan benefit structure through such initiatives and activities as:

1. The annual HMO Review Process;
2. The ongoing review of the Managed Mental Health and Substance Use Care Program;
3. Ongoing review of the Benefits Management Program and an annual review of the list of procedures requiring Prospective Procedure Review;
4. Ongoing review of the Managed Physical Medicine Program;
5. The Joint Committee on Health Benefits will work with the State and Empire Plan hospital and medical carriers on the ongoing review of the Empire Plan hospital network and the network of participating providers. The JCHB will review the role of network health care providers and facilities to ensure access needs are met. This shall include exploring possible expansion of the existing Guaranteed Access Program to cover additional primary care and specialty care providers. There will be no change in the current Guaranteed Access Program unless jointly agreed to by PEF and the State.
6. Ongoing review of Prospective Procedure Review (PPR) requirements and role/responsibility of medical providers in PPR process; The JCHB and the State will evaluate the current pre-notification of radiology services and review the viability and cost effectiveness of implementing a pre-authorization program for such services and for non-urgent/non-emergent cardiologic procedures and testing.
7. Ongoing review of the Infertility Centers of Excellence Program;

8. Review of the program to provide an annual vision care benefit for enrollees who demonstrate a vision loss resulting from a medical condition;

9. In cooperation with the New York State Health Insurance Program (NYSHIP) management, attempt to develop a "report card" which will include objective quality data to assist employees in selecting the health benefit plan that best meets the needs of the employees and their dependents.

10. The Joint Committee on Health Benefits will review the impact of Domestic Partner coverage under the New York State Health Insurance Program (NYSHIP), including the appropriateness of the existing waiting periods.

11. The Joint Committee on Health Benefits will review the utilization of durable medical equipment provided by the Home Care Advocacy Program.

12. The Joint Committee on Health Benefits will work with the State and medical carrier to develop an enhanced network of urgent care facilities.

13. The Joint Committee on Health Benefits will work with the State and Empire Plan carriers in the on-going oversight of the Centers of Excellence and Disease Management Programs.

14. The Joint Committee on Health Benefits will explore the possibility of a copayment waiver program for office visits and prescription drugs when related to chronic conditions.

15. The Joint Committee on Health Benefits will work with the State to establish a Health Risk Assessment Program and implement a voluntary, incentivized program as well as to develop educational endeavors to influence healthy lifestyles. As soon as practicable, the JCHB will work with the State to review the current voluntary, incentivized programs available through the medical program administrator and the hospital program administrator.

16. The Joint Committee on Health Benefits will work with the State and Empire Plan medical carrier to implement, oversee and monitor reasonable access to primary care physicians and core provider specialists under the Participating Provider Guaranteed Access Program. Once implemented, there will be no change to the access standards unless jointly agreed to by PEF and the State.

17. The Joint Committee on Health Benefits will work with the State to implement and oversee a bariatric surgery management program. Nutritional counseling will be available when clinically appropriate.

18. The Joint Committee on Health Benefits will work with the State to implement and oversee a Healthy Back Disease Management Program.

19. The Joint Committee on Health Benefits will work with the State to develop a voluntary Value Based Insurance Design pilot program with the goal of improving health outcomes while lowering overall costs through copayment waivers or reductions.

20. The Joint Committee on Health Benefits will work with the State to develop a voluntary Telemedicine Pilot Program. The purpose of the Telemedicine Pilot Program will be to increase access to health care services through use of telecommunication to provide health care services. Effective January 1, 2023, the Telemedicine Program for medical and mental health visits will be a permanent offering to Empire Plan members at no cost-share.

21. The Joint Committee on Health Benefits and the State will explore the implementation and oversight of a voluntary Telemedicine program for sleep disorders.

22. The Joint Committee on Health Benefits and the State will discuss the promotion and utilization of the Medical Program administrator’s national network of laboratories.

23. The Joint Committee on Health Benefits and the State will explore the implementation and oversight of a voluntary Center of Excellence for spine and orthopedic surgeries.

(k) The PEF Joint Committee on Health Benefits will work with the State to conduct an extensive analysis of the current New York State Health Insurance Program (NYSHIP) prescription drug benefit designs (Empire Plan and HMOs) and associated costs.

(l) If an Alternative Prescription Drug Program is offered for Empire Plan enrollees, the appropriate steps will be taken to offer such program to PEF represented employees, if found advantageous and feasible, for members on a voluntary basis.

(m) The State shall seek appropriations of funds by the Legislature in the following amounts to support Committee initiatives and to carry out the administrative responsibilities of the Joint Committee during the term of this Agreement:

- $615,473 for fiscal year 2023-2024
- $633,938 for fiscal year 2024-2025
- $652,956 for fiscal year 2025-2026, and thereafter

9.18 The program for managed care of mental health services and alcohol and other substance use treatment shall continue. The Joint Committee on Health Benefits will work with the State on the ongoing review of this program.

The Empire Plan shall continue to provide comprehensive coverage for medically necessary mental health and substance use treatment services through a managed care network of preferred mental health and substance use care providers. The providers will be included in all lists of Empire Plan providers, including on-line directories. In addition to the in-network care, non-network care will be available. Benefits shall be as follows:

(a) IN-NETWORK BENEFIT

Mental Health Coverage

- Paid-in-full medically necessary hospitalization services and inpatient physician charges when provided by or arranged through the network;
- Outpatient care provided by or arranged through the network will be covered subject to a $25 per visit copay.
- Up to three visits for crisis intervention provided by, or arranged through, the network will be covered without copay.

Alcohol and Other Substance Use Coverage

- Paid-in-full medically necessary care for hospitalization or alcohol/substance use 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 copay.

(b) NON-NETWORK BENEFIT

Medically necessary care rendered outside of the network will be subject to the following provisions:

- Non-network coverage for mental health and substance use treatment is subject to the same deductibles and coinsurance maximums as the non-network Hospital and Basic Medical coverages.
- Covered expenses for non-network mental health and substance use treatment will be included in the combined deductible and combined coinsurance maximum as set forth in section 9.3(a) and (b) of this Article.

* Effective January 1, 2024 when non-participating providers are used, benefits will be paid at the rate of 275 percent of the Medicare Physician Fee Schedule in effect on the date of service. Benefits will continue to be subject to deductible, coinsurance, and calendar year maximums.

(c) As soon as possible following ratification, a Center of Excellence (COE) for Substance Use Treatment will be available to enrollees on a voluntary basis. Services will include:

- Paid-in-full benefits.
- Detoxification and residential rehabilitation services.
- Partial hospitalization and/or intensive outpatient services.
- Care coordination for transition back to home community.
- Travel, lodging, and meal allowances for individuals and up to two companions,

including travel to and from in-patient programs, travel from one level of treatment to another level of treatment, and during participation in in-person partial hospitalization or intensive outpatient programs as specified by the COE.

• Travel expenses for family members to attend family support programs as specified by the COE.

9.19 Appropriate descriptive material relating to any changes in benefits as a result of this Agreement shall be distributed to each State agency for internal distribution to enrollees prior to the effective date of the change in benefit. The State shall also take all steps necessary to provide revised health insurance booklets to every enrollee as soon as practically possible.

9.20 The State shall provide toll-free telephone service at the Department of Civil Service Health Insurance Section for information and assistance to employees and dependents on health insurance matters.

9.21 (a) A permanent full-time employee who is removed from the payroll due to an accepted work related injury or occupational condition shall remain covered under the State Health Insurance Plan and shall be treated as described in Section 13.3(h) of this Agreement.

(b) A permanent full-time employee who is removed from the payroll due to a controverted work related injury or occupational condition will have the right to apply for a health insurance premium waiver. The appropriate agency will be responsible to inform the employee of their right to apply for the waiver prior to the employee meeting the eligibility requirements for the waiver of premium.

9.22 The confidentiality of individual subscriber claims shall not be violated. Except as required to conduct financial and claims processing audits of carriers and coordination of benefit provisions, specific individual claims data, reports or summaries shall not be released by the carrier to any party without the written consent of the individual, insured employee or covered dependent.

9.23 Eligible PS&T Unit employees enrolled in the Empire Plan will be provided with prescription drug coverage through the Empire Plan Prescription Drug Program. The benefits provided shall consist of the following:

The Prescription Drug Program will cover medically necessary drugs requiring a physician's prescription and dispensed by a licensed pharmacist.

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.

When a brand-name multi-source drug is dispensed, the Program will reimburse the pharmacy (or enrollee) for the cost of the drug's generic equivalent. The enrollee is responsible for the cost difference between the brand-name drug and its generic equivalent, plus the copayment. The enrollee is responsible for the cost difference between the non-preferred brand name drug and its generic equivalent (ancillary charge), plus the copayment for the non-preferred brand name drug.

- The copayment for up to a 30-day supply at either the retail, specialty or mail service pharmacy will be $5 for generic/Level One drugs, $30 for preferred brand/Level Two drugs and $60 for non-preferred brand/Level Three drugs.
- The copayment for a 31 to 90 day supply at the retail or specialty pharmacy will be $10 for generic/Level One drugs, $60 for preferred brand/Level Two drugs and $120 for non-preferred brand/Level Three drugs.
- The copayment for a 31 to 90 day supply at the mail service pharmacy will be $5 for generic/Level One drugs, $55 for preferred brand/Level Two drugs and $110 for non-preferred brand/Level Three drugs.
- Prescription drugs will be dispensed through either the preferred provider community pharmacy network (retail pharmacy), or the mail service pharmacy.
- Coverage will be provided under the Empire Plan Prescription Drug Program for prescription vitamins, contraceptive drugs, and contraceptive devices purchased at a pharmacy.

* A medical exception program is available for non-formulary prescription drugs that are excluded from coverage. If a physician's request for a medical exception is approved, the Level One copayment will apply for generic drugs and the Level Three copayment will apply for brand-name drugs.

* A Dispense as Written exception request is available for medically necessary prescription non-preferred brand-name drugs that have a generic equivalent. If a physician's request for medical necessity is approved, the Level Three copayment is charged, but the member will not be responsible for the difference in cost between the generic drug and the non-preferred brand-name drug (ancillary charge).

* Annual changes may be made to the Advanced Flexible Formulary once a year on January 1st. Such changes may include moving drugs to a higher or lower level, and coverage of previously excluded drugs. Access to one or more drugs in select therapeutic categories may be excluded if the drugs have no clinical advantage over other generic or brand names drugs in the same therapeutic class. Drugs considered to have no clinical advantage that may be excluded include any products that:

1) contain an active ingredient available in or therapeutically equivalent to another drug covered in the class;
2) contain an active ingredient which is a modified version of or therapeutically equivalent to another covered Prescription Drug Product; or,
3) are available in over-the-counter form or comprised of components that are available in over-the-counter form or equivalent.

Members impacted will be notified at least 45 days in advance of the change and, for exclusions, will be informed of preferred alternative medications that are covered.

* When deemed appropriate, by the Council on Employee Health Insurance, the Empire Plan Pharmacy Benefit Manager shall be permitted additional flexibility in the management of the formulary including:

- Prior Authorization may be applied to ensure safe and appropriate use. Updates to the Prior Authorization List may be made no more frequently than quarterly. Impacted members will be notified at least thirty (30) days in advance of such updates.
- Specialty Guideline Management may be added for certain specialty drugs no more frequently than quarterly. Impacted members will be notified at least thirty (30) days in advance of such updates.
- Brand for Generic strategy -- placing a brand name drug on Level One and excluding or placing a generic drug on Level Three subject to the appropriate co-payment may be used mid-year when such revision is clinically appropriate and financially advantageous to the plan. Impacted members will be notified at least thirty (30) days in advance of such placement.
- Certain therapeutic categories with two or more clinically sound and therapeutically equivalent Level One options may not have a brand name drug in Level Two.

9.24 Eligible PS&T Unit employees enrolled in a Health Maintenance Organization participating in the State Health Insurance Plan will be provided with prescription drug coverage through the HMO in which they are enrolled.

9.25 Eligible PS&T Unit employees will be provided with Dental Plan coverage at the same level of benefits in effect on April 1, 2019, except as modified below:

(a) The maximum annual benefit per person for covered participating and non- participating services is $3,000. The maximum lifetime benefit for orthodontic treatment will increase to $3,000.

(b) The following upgraded materials shall be covered: (1) posterior composite (white fillings) (2) hi-noble materials for crowns, inlays, onlays, pontics and abutments (3) flexible base dentures, and (4) ceramic materials for onlays, crowns, pontics and abutments.

(c) Dental implants shall be covered subject to a $600 limitation per implant.

9.26 (a) Eligible PS&T Unit employees will be provided with the PEF Vision Care Plan at the same level of benefits, including Occupational Vision coverage, in effect on April 1, 2019. Eligible employees and dependents will have 90 days from the date of the vision exam to purchase eyewear from a participating provider. Effective January 1, 2024, the 90-day requirement, which was waived as a result of the COVID-19 pandemic, shall be eliminated. Contact lenses may be obtained within 12 months of the vision examination. Covered Plan eyeglasses (frames and lenses) may be obtained within 24 months of the vision examination.

(b) Covered dependents under 19 years of age shall be eligible to receive vision care benefits once in any 12-month period.

(c) Under the Medical Exception Program, an individual with a medical condition that may impact vision refraction shall, if referred by his or her physician caring for that condition, qualify for an annual examination of their vision. 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, new lenses and, if appropriate, new frames, shall be available sooner than once every 24 months, but not sooner than 12 months from the last use of vision care benefits, upon written documentation that the medical condition has caused a vision loss that requires a new prescription. Documentation of the vision loss must be provided in writing each time a new prescription is needed sooner than the standard 24-month interval. An individual who requires new lenses due to vision changes resulting from a medical condition, and who otherwise qualifies for Occupational Vision coverage, will be eligible to receive Occupational Vision benefits in accordance with the terms and conditions contained in this paragraph. The Joint Committee on Health Benefits shall work with the Vision Care Plan vendor to establish and confirm the eligibility rules and application procedures for this vision care enhancement.

(d) The State will continue to provide access to a network of providers to obtain Laser Vision Correction services at discounted-enrollee-pay-all fees.

(e) Contact lens wearers are eligible every 12 months for an eye exam, evaluation, fit and follow-up care provided their last contact lens purchase was covered by the Vision Care Program. Contact Lens exams under this provision by an out-of-network provider will be reimbursed up to the scheduled amount.

(f) Ultra/digital lenses from participating providers will be covered subject to a $90 copayment.

9.27 The Medical Flexible Spending Account (MFSA) shall continue. The PEF Joint Committee on Health Benefits shall work with the State in the ongoing review of the MFSA. Eligible expenses under the MFSA will include over-the-counter medications according to guidelines developed by the MFSA Administrator. The JCHB and the State agree to offer electronic submission and a direct debit vehicle, to the extent practicable and/or desirable by both parties, for the Medical Flexible Spending Account.

— ARTICLE 10 —
WORK-LIFE SERVICES PROGRAMS

In recognition of the mutual benefits that accrue to both the State and its employees, the State and PEF agree to provide the Work-Life Service Programs set forth below.

10.1 Employee Assistance Program

The State and PEF shall continue to provide an Employee Assistance Program (EAP) to provide information, resources, and confidential assessment and referral services to assist employees to be more productive at work and to assist agencies in maintaining a healthy and productive work place.

10.2 Network Child Care Assistance Program

The State and PEF remain committed to ensuring that all network child care currently available to State employees is provided in safe, high quality centers. Therefore, the State and PEF agree to:

(a) Continue financial support for health and safety grants for child care network centers;

(b) Provide technical support and training for child care initiatives; and

(c) Encourage the continuation of existing host agency support for child care centers.

10.3 Flexible Benefit Spending Program – Dependent Care Advantage Account Program

The State and PEF shall continue to fund the administration of the Flexible Benefit Spending Program, Dependent Care Advantage Account (DCAA). This program will provide employees with the opportunity to increase their net income by paying for all or part of selected benefits such as child care, elder care, and dependent care with pre-tax dollars.

10.4 In Calendar Year 2017, the State shall provide a contribution to each Dependent Care Advantage Account enrollee as follows:

Employee Gross Annual Salary	*Employer Contribution*
Up to $30,000	$800
$30,001 to $40,000	$700
$40,001 to $50,000	$600
$50,001 to $60,000	$500
$60,001 to $70,000	$400
Over $70,000	$300

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 the event that available funds are not fully expended for this purpose, the residual funds shall be made available to benefit members as mutually determined by the Director of GOER and the President of PEF or their designees. In no event shall the aggregate employer contribution to DCAA enrollees exceed the available funds for this purpose.

10.5 In the interest of providing greater availability of other services to PEF represented employees and maximizing resources available, the Work-Life Services Programs may support additional initiatives as recommended by the Advisory Board.

10.6 (a) The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain appropriations of $2,844,222 for Fiscal Year 2023-2024, $2,929,549 for Fiscal Year 2024-2025, and $3,017,435 for Fiscal Year 2025-2026 and each fiscal year thereafter to fund activities of Article 10 Programs.

(b) Funding allocations are established as follows:

(1) Eighteen percent of the funds allocated each year pursuant to Section 10.6 shall be set aside to achieve the goals of the Employee Assistance Program.

(2) Fifty-eight percent of the funds allocated each year pursuant to Section 10.6 shall be set aside for the employer contribution to the DCAA Account. In no event shall the aggregate employer contribution exceed the amounts provided for this purpose.

(3) Twenty percent of the funds allocated in each year of the Agreement pursuant to Section 10.6 shall be set aside for the benefit of initiatives recommended by the Work-Life Advisory Board.

(4) Four percent of the funds allocated in each year of the Agreement pursuant to Section 10.6 shall be set aside for the benefit of Network Center support.

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

10.7 The President of PEF, or the designee of the President, shall serve as a member of the Advisory Board for the term of this Agreement.

— ARTICLE 11 —
ACCIDENTAL DEATH BENEFIT

11.1 In the event an employee dies subsequent to the effective date of this Agreement as the result of an accidental on-the-job injury and a death benefit is paid pursuant to the Workers' Compensation Law, the State shall pay a death benefit in the amount of $50,000 to the employee's surviving spouse and children to whom the Workers' Compensation Accidental Death Benefit is paid and in the same proportion as the Workers' Compensation Accidental Death Benefit is paid, however, in the event that the Workers' Compensation Accidental Death Benefit is paid to the deceased employee's estate, the State shall pay this death benefit to the employee's estate.

11.2 Children of an employee who received an Accidental Death Benefit paid by the State under the terms of Section 11.1 above, and who thereafter enroll in and attend any college or other unit of the State University of New York, or an accredited private college or university within New York State, shall receive from the State a payment equal to the amount of the tuition cost (up to a maximum of the cost of tuition for the corresponding semester at the State University) for each semester they are enrolled and in attendance at such college or other unit.

— ARTICLE 12 —
ATTENDANCE AND LEAVE

12.1 Holiday Observance

(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 scheduled or directed to work on any such Saturday may receive additional compensation in lieu of such compensatory time off in accordance with Section 7.14 of this Agreement. The State may designate a day to be observed as a holiday in lieu of such holiday which falls on Saturday.

(b) The following holidays will be observed by all employees within this unit eligible to observe holidays unless otherwise specified by mutual agreement between the parties:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans' Day
9. Thanksgiving Day
10. Christmas Day
11. Election Day
12. Martin Luther King Day
13. Juneteenth

(c) 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 7.14 of this Agreement. In such event, for these employees, December 26 and January 2 will not be considered holidays.

(d) The State, at its option, may designate up to two floating holidays in each contract year (April-March) in lieu of two of the holidays set forth in Article 12.1(b), such that employees shall have the opportunity to select, on an individual basis, the dates upon which such floating holidays will be observed by them, consistent with the reasonable operating needs of the State. The State's designation of the holidays to be floated shall be announced in April of the contract year. Employees shall be credited with up to 7½ or 8 hours of floating holiday leave credits as appropriate. If an employee's basic work week changes from 37½ hours to 40 hours, or 40 to 37½ hours, any floating holiday leave credit balance will be adjusted to reflect the new workweek. Floating holiday leave credits may be used in such units of time as the appointing authority may approve, but the appointing authority shall not require that floating holiday leave credits be used in units greater than one-quarter hour. This provision shall not supersede any local arrangements which provide for liquidation in smaller units of time.

12.2 Determination of Holiday Shifts

For purposes of determining the holiday shift when the work shift spans two (2) calendar days, the holiday shift shall be that shift which begins 11:00 p.m. or later on the day before the holiday. A shift which begins 11:00 p.m. or later on the holiday itself shall not be considered to be the holiday for purposes of this Article.

12.3 Holiday Accrual

Compensatory time off in lieu of holidays earned after the effective date of this Agreement shall be recorded in a leave category to be known as Holiday Leave.

12.4 Vacation Credit Accumulation

(a) Effective April 1, 1995, annual leave shall be credited in accordance with the New York State Attendance Rules.

(b) Vacation credits may be accumulated up to 40 days; provided, however, that in the event of death, retirement or separation from service, an employee compensated in cash for the accrued and unused accumulation may only be so compensated for a maximum of 30 days.

(c) An employee's vacation credit accumulation may exceed the maximum, provided, however, that the employee's balance of vacation credits may not exceed 40 days on April 1 of any year.

12.5 Additional Vacation Credit

(a) The State agrees to grant employees having 20 or more years of continuous State service and who are entitled to earn and accumulate vacation credits additional vacation credit as follows:

Completed Years of Continuous Service	*Additional Vacation Credit*
20 to 24	l day
25 to 29	2 days
30 to 34	3 days
35 or more	4 days

(b) Eligible employees shall receive additional vacation credit on the date on which they would normally be credited with additional vacation in accordance with the above schedule and shall thereafter be eligible for additional vacation credit upon the completion of each additional 12 months of continuous State service. Continuous State service for the purpose of this section 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 section; 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 provision.

(c) Nothing contained herein shall be construed to provide for the granting of additional vacation retroactively for periods of service prior to the effective date of this Agreement.

12.6 Vacation Scheduling

(a) Assignment of vacation time off shall be made at the times desired by an employee to the extent practicable in light of needs of the department or institution involved to provide the service it is charged to provide. In the event that more employees request the same vacation time off than can be reasonably spared for operating reasons, vacation time off will be granted in accordance with Article 25.

(b) In lieu of scheduling vacation in order of seniority as provided above, departments, agencies, or institutions may, by mutual agreement with PEF, provide that in the event some employees have accumulated vacation credits in excess of 35 days, these employees shall be given preference on requested assignment of vacation time off.

(c) To assist in the scheduling of such vacation time off, departments, agencies, institutions or other local operating units may establish an annual date or dates or period or periods by which or within which employees must request a block of time in order to have their seniority considered.

(d) Establishment of such dates or periods shall be worked out in understandings between such departments, agencies, institutions or other local operating units and the appropriate designee of PEF unless they mutually agree that such dates or periods are unnecessary or undesirable.

12.7 Vacation Use

(a) Vacation credits may be used in such units of time as the appointing authority may approve, but the appointing authority shall not require that vacation credits be used in units greater than one-quarter hour. This provision shall not supersede any local arrangements which provide for liquidation in smaller units of time.

(b) An employee's properly submitted written request for use of accrued vacation credits shall be answered within five working days of receipt. If an employee's properly submitted request for use of accrued vacation credits is denied or cancelled, the employee shall receive, upon written request, a written statement of the reasons for such denial or cancellation. Such written statement of the reasons for such denial or cancellation shall be provided within three working days of receipt of the written request for it.

12.8 Sick Leave Accumulation

(a) Sick leave shall be credited in accordance with the New York State Attendance Rules.

(b) Employees who are entitled to earn and accumulate sick leave credits may accumulate such credits up to a total of 225 days. Employees shall have the opportunity to use up to a total of 200

days for retirement service credit. Employees shall have the ability to use up to 200 days of such credits to pay for health insurance in retirement.

12.9 Use of Sick Leave

(a) Sick leave credits may be used for scheduled medical or dental appointments with the advance approval of the appointing authority or the authority's designee.

(b) Sick leave credits may be used in such units of time as the appointing authority may approve, but the appointing authority shall not require that sick leave credits be used in units greater than one-quarter hour.

12.10 Personal Leave Accumulation

Effective April 1, 1995, personal leave shall be credited in accordance with the New York State Attendance Rules.

12.11 Use of Personal Leave

(a) The State 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 personal leave credits shall charge approved absences from work necessitated by personal business or religious observance to accumulated vacation or overtime credits.

(b) Personal leave credits may be used in such units of time as the appointing authority may approve, but the appointing authority shall not require that personal leave credits be used in units greater than one-quarter hour. This provision shall not supersede any local arrangements which provide for liquidation in smaller units of time.

12.12 Accounting of Time Accruals

The State shall prepare and distribute to employees forms for maintaining leave records on a self-accounting basis. Employees shall be advised of the leave accruals to their credit on official records at least once each year.

12.13 Absence - Extraordinary Circumstances

(a) Employees who have reported for duty and, because of extraordinary circumstances beyond their control, are directed to leave work, shall not be required to charge such directed absence during such day to leave credits.

(b) In those instances in which the Governor declares a state of emergency in a specified geographic area, based on circumstances which affect travel, and directs that employees whose official duty stations are within the specified geographic area not to report to work, such absences shall be excused with no charge to leave credits.

12.14 Tardiness for Members of Volunteer Fire Departments, Volunteer Ambulance Services and Enrolled Civil Defense and Civil Air Patrol Volunteers.

An appointing authority shall excuse a reasonable amount of tardiness caused by direct emergency duties of duly authorized volunteer firefighters, members of volunteer ambulance services and enrolled civil defense and civil air patrol volunteers. In such cases, the appointing authority may require the employee to submit satisfactory evidence that the lateness was due to such emergency duties.

12.15 Leave for Professional Meetings

Subject to prior approval by the appointing authority, each employee will be allowed a maximum of three (3) days per year without charge to leave credits to attend (a) conferences or seminars of recognized professional organizations, such conferences or seminars to be directly related to the employee's profession or professional duties; and/or, (b) programs which are necessary for the employee to maintain or obtain licensure or accreditation in the employee's position with the State. Absences under this provision may be restricted to five percent of the profession in the operating unit (e.g., institution, hospital, college, main office or other appropriate facility). Approval of such leave shall be at the discretion of the appointing authority. Such approval will be based on a determination by the appointing authority that (1) the activity to be undertaken will directly benefit the agency, and (2) the absence will not interfere with the proper conduct of governmental functions. Such leave shall not be cumulative and if

not used shall be cancelled at the end of each year of this Agreement. Unused leave shall not be liquidated in cash at the time of separation, retirement or death.

12.16 Leave for Professional Examinations

(a) Upon proper advance notice, employees may absent themselves from duty without charge to leave credits for the purpose of participating in one professional examination each year in their discipline. In the event such examination is administered in several parts, the several parts shall be considered a single examination. Absence required for travel shall be charged to appropriate leave credits.

(b) If an employee is scheduled to work on a shift which ends within eight hours of commencement of such professional examination, reasonable efforts will be made to adjust the employee's work schedule or, to the extent practicable in light of the agency's or institution's need to provide services, to approve the absence charged to appropriate leave credits.

12.17 Maintenance of Time Records

No employee in this unit shall be required to punch a time clock or record attendance with a timekeeper. All employees in this unit shall be required to keep daily time records showing actual hours worked and shall maintain a daily record of absences and leave credits earned and used in accordance with the Attendance Rules on forms to be provided by the State, subject to review and approval by the supervisor.

12.18 Leave for Bereavement or Family Illness

(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 30 days in any one calendar year.

(b) Requests for leave for family illness shall be subject to approval of the appointing authority; such approval shall not be unreasonably withheld.

12.19 Part-time, Per Diem and Hourly Employees

(a) Part-time employees covered by the New York State Attendance Rules who are compensated on an annual salary basis shall be eligible to earn and accumulate, or be credited with vacation, sick or personal leave credits on a prorated basis if they are employed on a fixed schedule of at least half-time.

For the purpose of crediting vacation and personal leave for such employees in State service on the effective date of this section, their anniversary dates shall be determined in a manner consistent with their total State service.

To determine if a part-time employee meets the requirement of at least half-time, fixed schedule employment with up to a maximum of two appointing authorities may be counted. Employees who qualify as half-time by counting part-time employment with two appointing authorities shall be subject to such special attendance reporting requirements as the State may establish, and shall be limited to use earned leave credits from each appointing authority in the same proportion as the leave credits are earned from each appointing authority.

(b) Employees covered by the New York State Attendance Rules who are compensated on a per diem or hourly basis shall be eligible for vacation, sick and personal leave benefits on a prorated basis if they are employed on a fixed schedule of at least half-time and are so employed continuously for nine (9) months without a break in service exceeding one full payroll period.

(c) Part-time employees covered by the New York State Attendance Rules are eligible to observe holidays that coincide with days on which they are regularly scheduled to work or actually do work. In the event a holiday falls on a Saturday and another day is not designated to be observed as the holiday, employees eligible to observe holidays who are employed on a fixed schedule of at least half-time, and for whom Saturday is not a regular workday but who are scheduled to work on the Friday immediately preceding such Saturday holiday, shall be granted holiday leave. The amount of holiday leave granted shall be equivalent to the number of hours the employee is regularly scheduled to work on that preceding Friday but not to exceed one-fifth (1/5) the number of hours in the normal workweek of full-time State employees.

(d) Nothing contained herein shall be construed to provide for the granting of paid leave

benefits retroactively for periods of service prior to the effective date of this Agreement.

12.20 Sick Leave at Half-Pay

(a) An appointing authority shall grant such leave at half-pay for personal illness to a permanent employee eligible for such leave and subject to the following conditions:

(1) The employee shall not have less than one cumulative year of State service;

(2) The employee's sick leave, vacation credit, overtime credits, compensatory credits and other accrued credits shall have been exhausted; the employee shall be deemed to have exhausted his/her accrued credits when the sum of the employee's remaining credits, in the aggregate, is less than the number of hours in the employee's normal workday; such credits as are remaining shall be retained by the employee;

(3) The cumulative total of all sick leave at half-pay granted to an employee during their State service shall not exceed one payroll period for each completed six months of State service;

(4) (a) Sick leave at half-pay shall be granted immediately following exhaustion of leave credits except to employees who have been formally disciplined for leave abuse within the preceding year;

(b) Employees who have been formally disciplined for leave abuse within the preceding year shall be granted sick leave at half pay following ten consecutive workdays of absence, unless such waiting period is waived by the appointing authority;

(c) For purposes of this subsection, an employee is deemed to have been formally disciplined for leave abuse if any of the following conditions occurred: a time and attendance notice of discipline was settled within one year preceding the request for sick leave at one half pay, or the employee has been found guilty of the time and attendance charges contained within a notice of discipline served within one year preceding the request for sick leave at half pay or the employee did not contest the time and attendance notice of discipline served within one year preceding the request for sick leave at half pay. It does not include notices of discipline regarding issues other than time and attendance or those dismissed by an arbitrator or withdrawn by the appointing authority;

(5) Satisfactory medical documentation shall be furnished and continue to be periodically furnished at the request of the appointing authority; and

(6) (a) Such leave shall not extend a period of appointment or employment beyond such date as it would otherwise have terminated pursuant to law or have expired upon completion of a specified period of service.

(b) Nothing contained herein shall supersede the continuous absence provisions of the Civil Service Law, Rules and Regulations.

12.21 Maternity and Child-Rearing Leave

(a) Maternity and child-rearing leave shall be granted as provided in the Attendance Rules. However, where the child is required to remain in the hospital following birth, the seven month mandatory child care leave shall, upon employee request, commence when the child is released from the hospital. If a child is required to be admitted to a hospital for treatment after child care leave has commenced, upon employee request, child care leave shall be suspended during a single continuous period of such hospitalization and that period shall not count toward calculation of the seven month period. In such cases, any entitlement to mandatory child care leave expires one year from the date of birth of the child.

(b) In cases of legal adoption under Article 7 of the Domestic Relations Law, leave for child-rearing purposes shall be granted as provided in the Attendance Rules. However, if a child is required to be admitted to a hospital for treatment after child care leave has commenced, upon employee request, child care leave shall be suspended during a single continuous period of such hospitalization and that period shall not count toward the calculation of the seven month period. In such cases, any entitlement to mandatory child care leave expires one year from the date the child care leave originally commenced.

12.22 Voluntary Reduction in Work Schedule Program

The Voluntary Reduction in Work Schedule Program (VRWS), as described in the Program Guidelines reproduced in Appendix IV, shall be continued. Disputes arising from the denial of VRWS requests shall be reviewed only in accordance with the procedures established in Paragraph 12 of the

Guidelines, and not under Article 34. Other disputes arising in connection with this provision shall be subject to review through the procedure established in Article 34, Section 34.1(b) of this Agreement.

12.23 Leave Donation/Exchange Program

The Leave Donation/Exchange Program, as described in the Memorandum of Understanding reproduced in Appendix III, shall be continued.

12.24 Telecommuting Program

The Telecommuting Memorandum of Agreement, as reproduced in Appendix III, shall be continued.

12.25 Medical Certificates

Medical certificates will not routinely be required for absences of four consecutive work days or less due to illness; provided, however, the appointing authority shall have the right to substantiate an employee's illness in accordance with the provisions of the Attendance Rules. This shall not apply to medical appointments. When the appointing authority determines that the employee shall be required to provide medical documentation solely as a result of a review of the employee's attendance record, such requirement shall follow counseling and written notice to the employee. The requirement shall commence subsequent to such notice, shall be of a reasonable duration, and the employee shall be properly notified of the conditions that the requirement imposes.

— ARTICLE 13 —
WORKER'S COMPENSATION BENEFIT

13.1(a) Effective on the date of execution of this Agreement, employees with Attendance Rules coverage who are necessarily absent from duty because of an occupational injury, disease or condition as defined in the Workers' Compensation Law shall be eligible for a Workers' Compensation Benefit as modified in this Article. This Article does not diminish employees' rights under the Workers' Compensation Law. Determinations of the Workers' Compensation Board regarding compensability of claims shall be binding upon the parties.

(b) A workers' compensation injury shall mean any occupational injury, disease or condition found compensable as defined in the Workers' Compensation Law.

13.2 An employee who suffers a compensable occupational injury shall be placed on leave of absence without pay for all absences necessitated by such injury and shall receive the benefit provided by the Workers' Compensation Law.

13.3 Medical Evaluation Network

(a) Effective July 1, 1993, a statewide network of evaluating physicians will be selected by the State Insurance Fund, which will act as the third party administrator for the PS&T Medical Evaluation Network. Employees who elect to participate in the Medical Evaluation Network Program shall attend all scheduled medical exams. Medical Evaluation Network physicians make determinations on an employee's degree of disability and prognosis for full recovery. Eligible employees who elect to participate in the Medical Evaluation Network Program shall be placed on leave without pay and will receive the benefits provided by the Workers' Compensation Law and the added benefits provided by this Article. Such employees shall also be eligible for a mandatory alternate duty assignment pursuant to Section 13.5. Employees who elect not to participate in the Medical Evaluation Network Program will receive only the benefits provided by Section 13.2.

(b) Employees electing to participate in the Medical Evaluation Network Program may be eligible for payments, for a period not to exceed nine months per injury, in addition to the statutory wage benefit provided pursuant to the Workers' Compensation Law. Supplemental payments will be paid to employees whose disability is classified by the evaluating physicians as "total" or "marked," and where a Workers' Compensation Law wage payment is less than 60 percent of pre-disability wages, so that the total of the statutory payment and the supplemental payment provided by this Article equals 60 percent of their pre-disability gross wages. The pre-disability gross wages are defined as the sum of base annual salary, location pay, geographic differential, shift differential and inconvenience pay, received as of the date of the disability.

(c) The appointing authority will assume that all eligible employees have elected to participate in the Medical Evaluation Network Program unless the employee submits in writing a statement which clearly states his/her election to not participate in the Program, as soon after the accident as possible.

(d) An employee necessarily absent for less than a full day in connection with a workers' compensation injury as defined in 13.3(a) due to therapy, a doctor's appointment, or other required continuing treatment, may charge accrued leave for said absences.

(e) The State will make previously authorized payroll deductions for periods the employee is receiving salary sufficient to permit such deductions. The employee is responsible for making payment for any such deductions whenever salary is insufficient to permit these deductions, for example, during periods of leave without pay, such as those provided in 13.2 and 13.3(a) above.

(f) An employee required to serve a waiting period pursuant to the Workers' Compensation Law shall have the option of using accrued leave credits or being placed on leave without pay. Where an employee charged credits and it is subsequently determined that no waiting period is required, the employee shall be entitled to restoration of credits charged proportional to the net monetary award credited to New York State by the Workers' Compensation Board or 60 percent of pre-disability gross wages as defined in 13.3(b) of this Section, whichever is greater.

(g) When vacation credits are restored pursuant to this Article and such restoration causes the total vacation credits to exceed 40 days, a period of one year from the date of the return of the credits or the date of return to work, whichever is later, is allowed to reduce the total accumulation to 40 days.

(h) An employee receiving Workers' Compensation payments for a period of disability found compensable by the Workers' Compensation Board shall be treated as though on the payroll for the length of the disability, not to exceed 12 months per injury, for the sole purposes of accruing seniority, continuous service, vacation, sick leave, and personal leave. Additionally, such employee shall be treated as though on payroll for the period of disability, not to exceed 12 months per injury, for the purposes of health insurance, retirement service credit and retirement contributions.

Effective July 1, 2008, an employee receiving Workers' Compensation payments for a period of disability found compensable by the Workers' Compensation Board, which is caused by an assault, shall be treated as though on the payroll for the length of the disability not to exceed twenty-four (24) months per injury for the sole purpose of health insurance.

(i) An employee whose disability exceeds the 12 month entitlement afforded by this Article shall not be allowed to use accumulated leave credits.

(j) If an employee's Workers' Compensation claim is controverted by the State Insurance Fund upon the ground that the disability did not arise out of or in the course of employment, the employee may utilize leave credits (including sick leave at half-pay) pending a determination by the Workers' Compensation Board.

(k) If the employee's controverted or contested claim is decided in the employee's favor, any leave credits charged (and sick leave at half-pay eligibility) shall be restored proportional to the net monetary award credited to New York State by the Workers' Compensation Board or 60 percent of pre-disability gross wages as defined in 13.3(b) of this Section, whichever is greater.

(l) If the employee was in leave without pay status pending determination of a controverted or contested claim, and the claim is decided in the employee's favor, the employee shall receive the benefits pursuant to this Section for the period covered by the award, not to exceed the time limits set forth in this Section per injury.

13.4 (a) If the date of the disabling incident is prior to April 1, 1986, the benefits available shall be as provided in the 1982-85 State/PEF Agreement.

(b) If the date of the disabling incident is on or after April 1, 1986 and prior to July 1, 1993, the benefits available shall be as provided in the 1988-91 State/PEF Agreement.

(c) If the date of the disabling incident is on or after July 1, 1993 and prior to April 2, 1995, the benefits available shall be as provided in the 1991-95 State/PEF Agreement.

(d) If the date of the disabling incident is on or after April 2, 1995 and prior to July 1, 2008, the benefits available shall be as provided in the 2003-2007 State/PEF Agreement.

(e) If the date of the disabling incident is on or after July 1, 2008, the benefits shall be as provided herein.

13.5 Mandatory Alternate Duty

(a) A mandatory alternate duty policy shall be established that allows management to recall an employee to duty and allows an eligible employee to request a return to duty subject to meeting the eligibility criteria. During the period of the alternate duty, the employee will receive regular full salary.

(b) Only employees who have elected to participate in the Medical Evaluation Network are eligible for mandatory alternate duty. In addition, an employee is eligible when his/her disability is classified at 50 percent or less by the State Insurance Fund and he/she has a prognosis of full recovery within 60 calendar days.

(c) Mandatory alternate duty assignments shall be based upon medical documentation satisfactory to management. The issue of medical documentation is not reviewable under Article 34 of this Agreement.

(d) Mandatory alternate duty assignments shall be for up to 60 calendar days per injury and may be extended at management's discretion.

(e) If no such alternate duty assignment is available, the employee will receive the wage

benefit he/she would have received pursuant to Section 13.3(b) if the disability was classified as "total" for the period the employee qualified for alternate duty not to exceed 60 calendar days.

(f) An employee who refuses an alternate duty assignment will continue on leave and receive the wage benefit deemed appropriate pursuant to the Workers' Compensation Law.

(g) Mandatory alternate duty assignments shall reflect the employee's physical limitations. Such assignments may include tasks that can be performed by the employee but that are outside of the employee's salary grade, title series or normal job duties. Such assignments shall not be considered to constitute out-of-title work and may result in changes in the employee's workday, workweek, work schedule and/or work location.

(h) When the employee's mandatory alternate duty assignment expires, the employee who has fully recovered will return to his/her regular position. If the disability continues beyond the 60 days, the employee may request an extension of the assignment. If the extension is not granted by management, the employee shall receive only the statutory wage benefit appropriate to his/her level of disability.

(i) The mandatory alternate duty assignment may be terminated prior to its expiration date if it is determined that the employee is able to return to his/her regular assignment.

13.6 The State and PEF shall establish a committee whose purpose shall include, but not be limited to, reviewing and making recommendations on the following: (1) the effects of the implementation and administration of the Workers' Compensation statutory benefit; (2) the parties' mutual concern regarding employee awareness of eligibility for the Mandatory Alternate Duty Program; and (3) the accident and injury data focusing on incidence of injuries or accidents in order to develop prevention strategies and means to reduce and/or eliminate the risk of on-the-job injury.

— ARTICLE 14 —
PROFESSIONAL DEVELOPMENT AND QUALITY OF WORKING LIFE COORDINATING COMMITTEE

14.1 A Professional Development and Quality of Working Life Coordinating Committee shall be established to coordinate and oversee the activities of the issue-specific joint committees established pursuant to Articles 15, 18, 22, 44 and 46 of this Agreement and to undertake professional development and/or quality of working life initiatives that are not within the sphere of any of the issue-specific joint committees.

14.2 The Professional Development and Quality of Working Life Coordinating Committee shall consist of the Director of the Office of Employee Relations (or the Director's designee), two additional OER designees, the President of PEF (or the President's designee), and two additional PEF designees.

14.3 The Professional Development and Quality of Working Life Coordinating Committee shall meet as agreed, to resolve disputes that may arise in the issue-specific joint committees referenced in Article 14.1 above. A request to meet shall not be unreasonably refused. The Committee shall establish by agreement such other operating procedures as it shall deem necessary to perform its functions.

14.4 The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation of $652,401 for Fiscal Year 2023-2024, $671,973 for Fiscal Year 2024-2025, and $692,132 for Fiscal Year 2025-2026, and each fiscal year thereafter to fund the operation and activities of the Committee. The Committee shall, by agreement, allocate this funding for its own purposes and shall have the authority to allocate money to fund the activities of any joint committee established pursuant to this Agreement. The Committee shall also, by mutual agreement, configure the current QWL Pilot Program for delivery within mutually agreed upon guidelines aligned with the goal of greater equity in the disbursement of monies. The Committee shall develop and implement commencing in Fiscal Year 2024-2025 an employee recognition component to the QWL Pilot Program on a meet and agree basis. Funding for this program shall be drawn from the appropriation set forth in this subsection.

— ARTICLE 15 —
PROFESSIONAL DEVELOPMENT COMMITTEE

15.1 In recognition of the value of professional development to both the State and the State's Professional, Scientific and Technical employees, a Professional Development Committee shall be established to review the needs for professional development and training programs to improve job performance and to assist employees in developing their full professional potential.

15.2 The Professional Development Committee shall consist of two designees of the Director of the Office of Employee Relations and two designees of the President of PEF. The Committee shall meet at least monthly. The Committee shall establish by agreement such operating procedures as it deems necessary to conduct its activities. In the case of a failure of the Committee to reach agreement on any matter, such matter will be referred to the Professional Development and Quality of Working Life Coordinating Committee for resolution.

15.3(a) The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation of $5,899,238 for Fiscal Year 2023-2024, $6,076,215 for Fiscal Year 2024-2025, and $6,258,501 for Fiscal Year 2025-2026, and each fiscal year thereafter, to continue to fund the Public Service Training Program. The State shall meet and confer with PEF, within the Professional Development Committee, with regard to the expenditures of monies appropriated for the Public Service Training Program.

(b) The parties shall meet and confer to continue to identify professional development opportunities that will allow PS&T bargaining unit members to perform tasks that are currently, or might otherwise be, performed by outside vendors or consultants.

15.4 The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation of $2,236,942 for Fiscal Year 2023-2024, $2,304,050 for Fiscal Year 2024-2025, and $2,373,172 for Fiscal Year 2025-2026, and each fiscal year thereafter, to fund a Workshop and Seminar Reimbursement Program, a Certification and Licensure Exam Fee Program, a Pilot Certification and Licensure Renewal Fee Reimbursement Program, a Labor/Management Training Program and a Workforce Initiatives Program. The Professional Development Committee shall develop and administer these programs within this funding.

15.5 The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation of $1,181,092 for Fiscal Year 2023-2024, $1,216,525 for Fiscal Year 2024-2025, and $1,253,021 for Fiscal Year 2025-2026, and each fiscal year thereafter, to support supplemental training programs. The State shall meet and confer with PEF, within the Professional Development Committee, with regard to the expenditures of monies appropriated for the supplemental training program. This would include programs designed to address the professional development needs of supervisors and individual contributors.

15.6 The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation of $615,473 for Fiscal Year 2023-2024, $633,937 for Fiscal Year 2024-2025, and $652,955 for Fiscal Year 2025-2026 and each fiscal year thereafter, to fund Professional Development Initiatives for Nurses. The Professional Development Committee shall develop and administer Professional Development Initiatives for Nurses in accordance with the Appendix III Side Letter on that topic.

15.7 The funds allocated in 15.3, 15.4, 15.5 and 15.6 above include the cost of administration of the respective programs.

— ARTICLE 16 —
STAFFING

16.1 Eligible Lists

In the event the use of an eligible list is stayed pursuant to court order, upon the removal of such stay such eligible list shall continue in existence for a period not less than 60 days and for such additional period as may be determined by the Department of Civil Service, except that in no event shall such 60 day period extend the life of any eligible list beyond the statutory limit of four years.

16.2 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 a grandparent, parent, spouse, sibling, 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 rescheduled sooner than seven days following the date of death. The Department of Civil Service shall prescribe appropriate procedures for reporting the death and applying for the examination.

16.3 Leave - Probationary Employees

Permanent employees holding positions in the competitive or non-competitive class who accept a permanent or contingent permanent appointment to a State position, upon written notice of acceptance of such an appointment, shall be granted a leave of absence from their former positions for a period not to exceed the period of the actual probation.

— ARTICLE 17 —
OUT-OF-TITLE WORK

17.1 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/she has been duly appointed, promoted, transferred or reinstated to such position in accordance with the provisions of the Civil Service Law, Rules and Regulations.

17.2 The term "temporary emergency" as used in this Article shall mean an unscheduled 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.

17.3(a) A grievance alleging violations of this Article shall be filed directly at Step 2 by the employee or PEF, in writing on forms to be provided by the State, to the Agency Head or a designee of that Agency Head, and a copy of the grievance shall be simultaneously filed with the facility or institution head or a designee. A determination shall be issued at Step 2 as promptly as possible, but no later than 10 working days after receipt of the grievance unless PEF or the employee agrees to an extension of such time limit.

(b) Where a grievance is filed by PEF and PEF is the named grievant, either on behalf of an individual employee, or alleging out-of-title work by an individual employee, PEF must notify the employee of the filing of the grievance. Notice should be provided at the same time and in the same manner as notice to the agency as required in Article 17.3(a). If the employee is represented by any bargaining agent other than PEF, notice must also be provided to the appropriate bargaining agent by PEF at the same time and in the same manner as notice to the agency as required in Article 17.3(a).

(c) An appeal from an unsatisfactory decision at Step 2 may be filed by PEF through its President or the President's designee with the Director of the Office of Employee Relations or the Director's designee within 10 working days of receipt of the Step 2 decision. Such appeal shall include a copy of the original grievance and the Step 2 reply. A Step 2 decision in which the remedy is only partially granted is considered an unsatisfactory decision and must be appealed in accordance with this subsection 17.3(c).

(d) After receipt of an appeal pursuant to 17.3(c), the Director of the Office of Employee Relations or the Director's designee will promptly forward it to the Director of Classification and Compensation for a review and determination as to whether the duties at issue are out-of-title.

(e) When a grievance is sustained in its entirety at Step 2 by the agency and a monetary award is recommended, the agency shall forward the agency's Step 2 decision to the Director of Classification and Compensation within 15 working days of the issuance of the agency's Step 2 decision. The agency shall include a copy of the original grievance and the agency's Step 2 decision. Copies of these documents shall be sent to the Director of the Office of Employee Relations or the Director's designee, to the employee, and to the President of PEF or the President's designee. The Director of Classification and Compensation shall review and determine whether such duties at issue are out-of-title.

(f) The Director of Classification and Compensation will make every reasonable effort to complete such review promptly, and will send to the Director of the Office of Employee Relations the findings as to whether the duties at issue are out-of-title.

(g) The Director of the Office of Employee Relations, or the Director's designee, shall issue a Step 3 determination forthwith upon receipt of the determination of the Director of Classification and Compensation based on the following:

1. The findings of the Director of Classification and Compensation as to whether the duties at issue are out-of-title.

2. If the Director of Classification and Compensation has determined the duties at issue to be out-of-title, a review by the Director of the Office of Employee Relations, or the Director's designee, of whether temporary emergency circumstances exist which make the assignment of such out-of-title

duties appropriate.

(h) If the Director of Classification and Compensation finds the duties at issue to be out-of-title, and the Director of the Office of Employee Relations, or the Director's designee, finds that no temporary emergency circumstances exist, the Step 3 determination shall direct that out-of-title assignment be discontinued.

17.4(a) If such out-of-title duties are found to be appropriate to a lower salary grade or to the same salary grade as that held by the affected employees, no monetary award may be issued.

(b) If, however, such out-of-title duties are found to be appropriate to a higher salary grade than that held by the affected employee, the Director of the Office of Employee Relations, or the Director's designee, shall issue an award of monetary relief, provided that (a) the assignment to perform such duties was made on or after April 1, 1982, and (b) the affected employee has performed work in the out-of-title assignment for a period of one or more days. And, in such event, the amount of such monetary relief shall be the difference between what the affected employee was earning at the time they performed such work and what they would have earned at that time in 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 Article.

(c) If such out-of-title duties were assigned by proper authority during the continuance of a temporary emergency situation, the Director of the Office of Employee Relations, or the Director's designee, shall dismiss the grievance.

(d) After receipt of the Step 3 decision, PEF may, where it alleges additional facts or existence of a dispute of fact, within 30 calendar days of the date of the decision, file an appeal with the Director of the Office of Employee Relations. Such appeal shall include documentation to support the factual allegations. The appeal shall then be forwarded by the Director of the Office of Employee Relations to the Director of Classification and Compensation for reconsideration. The Director of Classification and Compensation shall reconsider the matter and shall, within thirty (30) calendar days, forward an opinion to the Director of the Office of Employee Relations. The latter shall act upon such opinion in accordance with the provisions of Article 17.3(g) and (h) and 17.4(a), (b), and (c) above.

17.5(a) All submissions and responses set forth in Article 17.3(a), (b), (c), (e) and (g) and 17.4(d) shall be submitted by certified mail, return receipt requested, or by personal service. All time limits set forth in this Article shall be measured from the date of certified mailing or of receipt by personal service. The date of certified mailing is the date appearing on the postal receipt.

(b) Working days shall mean Monday through Friday, excluding holidays, unless otherwise specified, and days shall mean calendar days. In the case of a department or agency which normally operates on a seven-day-a-week basis, reference to 10 working days shall mean 14 calendar days and reference to 15 working days shall mean 21 calendar days.

17.6 Grievances hereunder may be processed only in accordance with this Article and shall not be arbitrable.

— ARTICLE 18 —
HEALTH AND SAFETY

18.1 The State remains committed to providing and maintaining healthy and safe working conditions, and to initiating and maintaining operating practices that will safeguard employee health and safety in an effort to eliminate the potential of on-the-job injury/illness and resulting workers' compensation claims.

18.2 The State and PEF shall establish a Joint Health and Safety Committee. The Joint Health and Safety Committee shall study and review matters of mutual concern in the areas of health and safety; shall serve as a forum in which PEF can advise the State of potential health or safety problems; shall serve as a forum in which PEF can advise on the development and implementation of State policy in all matters related to health and safety; and shall serve as a means by which pro-active measures to improve health and safety at the worksite can be developed and implemented.

18.3 The Joint Health and Safety Committee shall consist of three designees of the Director of the Office of Employee Relations and three designees of the President of PEF. The Committee shall meet at least quarterly. The Committee shall establish by agreement such operating procedures, tasks and goals as it deems necessary to conduct its activities. In the case of a failure of the Committee to reach agreement on any matter, such matter shall be referred to the Professional Development and Quality of Working Life Coordinating Committee for resolution.

18.4 The Joint Health and Safety Committee shall use such funds as are made available to it pursuant to Article 18.12 to undertake initiatives in the general areas of education, support of agency-level and local-level health and safety committees, and study and research, subject to the agreement of the Committee. Specific activities of the Committee may include, but are not limited to, the following:

- Development and implementation of programs to enhance the knowledge and skills of employees, management officials and union representatives in the identification and correction of health and safety problems. This includes development of standards and identification of best practices for decontamination of State vehicles and equipment exposed to hazardous or toxic materials; approaches to reducing slip, trip and fall hazards; best practices for reducing hazards to employees from vector-borne illnesses; and best practices for addressing employee exposure to toxic substances or other hazardous materials.
- Development and implementation of a health and safety grants program to provide financial support to the activities of agency-level and local-level health and safety committees. Upon ratification of the 2023-2026 Agreement, the Committee shall make every reasonable effort to streamline the grant process to expedite awarding of grants. Such measures may include, but are not limited to, better guidance to applicants, more frequent Committee meetings to review grant applications, and evaluation of the best approaches to procuring vendor services consistent with State procurement rules and guidelines.
- Participation in Indoor Air Quality improvements at requesting worksites by providing assistance to agency-level and local-level health and safety committees in Indoor Air Quality training, education and awareness programs.
- Development and implementation of programs to provide agency-level and local-level health and safety committees with current information about health and safety issues including, but not limited to, the operation of a Health and Safety Resource Center, ergonomics, violence and assaults on employees, infectious disease control, and right-to-know education.

18.5 The Committee shall identify issues of mutual concern in the area of asbestos, and shall

develop and implement activities to address such mutual concerns.

18.6 Agency-Level and Local-Level Health and Safety Committees

(a) The State and PEF shall establish joint health and safety committees at the agency and local levels. Such committees shall have at the agency and local levels the same functions as those of the State-level committee.

(b) Agency and local health and safety committees shall meet at least quarterly. Agendas shall be exchanged in writing by the parties at least seven days before each meeting, and additional matters may be placed on the agenda only by the agreement of both parties.

(c) A local-level health and safety committee that has reviewed a local health and safety issue but has been unable to agree on the disposition of that issue shall refer that issue to the appropriate agency-level health and safety committee for review and resolution.

(d) An agency-level health and safety committee that has reviewed an agency-level or local-level health and safety issue but has been unable to agree on the disposition of that issue shall refer that issue to the Statewide Health and Safety Committee for review and resolution.

18.7 Coordination of Health and Safety Activities

In recognition that health and safety are worksite matters that affect all employees at a worksite, regardless of negotiating unit, the Joint Health and Safety Committee and the agency-level and local-level health and safety committees shall make appropriate efforts to integrate their activities with the health and safety activities of State departments and agencies and joint health and safety committees established by the State and other State employee unions. Such efforts shall not preclude State/PEF health and safety committees from acting independently.

18.8 Toxic Exposure

(a) Employees who are directly exposed to toxic substances as a result of an accident, an incident or a discovery previously undetected by the State or the employees, will have the opportunity to be medically screened as appropriate at State expense. Such medical screening will be offered provided commonly accepted scientific evidence exists to indicate that the exposure presents a clear and present danger to the health of the affected employee.

(b) It is incumbent on the State to identify substances used by employees or to which they are exposed within the workplace. Where a substance is identified as being toxic, prior to any clean up or removal of the substance, the State will determine the nature of the substance, the toxic properties of the substance, and the safe and recommended method of working with the substance including the appropriate personal protective equipment necessary when working with the identified substance.

18.9 Safety Equipment

Safety equipment such as safety shoes, safety goggles, hardhats, vests, etc., which are officially required by departments and agencies for use by employees shall be supplied by the State.

18.10 Those departments or agencies in which there is a potential for occupational exposure to HIV, HBV, and TB, as determined by the New York State Department of Labor, shall establish and promulgate policies consistent with generally accepted medical practices, New York State Department of Health Guidelines, and New York State Department of Labor Occupational Safety and Health Standards and Enforcement Guidelines.

18.11 Health and Safety Grievance Procedure

Grievances alleging a violation of this Article, or alleging the existence of any safety violation, or otherwise arising from a health and safety condition or dispute shall be subject to review through the procedure established in Article 34, Section 34.1(b) of the Agreement and shall not be arbitrable.

18.12 The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation of $846,890 for Fiscal Year 2023-2024, $872,297 for Fiscal Year 2024-2025, and $898,466 for Fiscal Year 2025-2026, and each fiscal year thereafter to fund the programs of the Joint Health and Safety Committee.

— ARTICLE 19 —
PARKING

19.1 The State shall continue to have the right to determine the purposes for which its physical facilities shall be used, including the right to allocate more or less space for parking by employees in this unit.

19.2 The State shall meet and confer with PEF concerning the adequacy or continuation of parking facilities provided by the State for employees in this unit, the need for additional parking facilities, and the method of distributing parking privileges among employees in the unit when the parking made available by the State is not adequate to provide parking privileges for all employees. Such meetings shall be held at the local level or such other level as is mutually deemed by the Director of the Office of Employee Relations and the President of PEF to be appropriate.

19.3 The State and PEF shall, upon the demand of either party, negotiate concerning the imposition of fees for parking by employees in this unit or the modification of current employee parking fees in any parking facility. Such negotiations shall occur no more frequently than once in regard to any particular parking facility during the term of this Agreement. Should such negotiations fail to result in agreement, the issue(s) shall be submitted to Last Offer Binding Arbitration under procedures that have been agreed to by the parties.

19.4 The following shall apply to parking facilities operated by the Office of General Services, Bureau of Parking Management in Albany:

(a) A Parking Committee shall be established to meet and confer on allocation of employee parking spaces made available within parking facilities as managed by the Bureau of Parking Management. The Committee shall assess present allocation, develop a method for allocation of existing spaces which will include consideration of employee negotiating unit designation and proportionate space allotment, needs of the handicapped, parking area utilization, and other factors which will contribute to the development of a rational, workable plan for such allocation. Such plan shall be developed and implemented during the term of this Agreement.

Additionally, the Committee shall make recommendations to the State on the adequacy of employee parking and suggest alternatives to meet identified needs.

Recognizing that the downtown Albany parking issue is a workplace issue, the Parking Committee shall be comprised of up to three designees of the Director of the Office of Employee Relations and representatives of all employee groups affected. The President of PEF shall designate up to three representatives to serve on the Committee.

(b) The Memorandum of Understanding dated October 6, 1988, concerning the parking fee structure in parking facilities operated in and around Albany by the Office of General Services, Bureau of Parking Services, shall remain in full force and effect according to its provisions.

— ARTICLE 20 —
REVIEW OF PERSONAL HISTORY FOLDER

20.1 There shall be only one official personal history file maintained for any employee. The personal history folder shall contain all memoranda or documents relating to such employee's job performance which contain criticism, commendation, appraisal or rating of such employee's performance on the job. Copies of such memoranda or documents shall be sent to such employee simultaneously with their being placed in the personal history folder.

20.2 An employee, or a PEF representative designated by the employee, shall have an opportunity to review the official personal history folder in the presence of an appropriate official of the department or agency within three working days' notice, provided, however, where the employee's personal history folder is kept at a location other than the employee's place of work, five working days' notice shall be required. Where such review is requested in connection with a pending disciplinary action or a pending grievance, every reasonable effort should be made to schedule the review within a time period that will permit adherence to the time requirements of the grievance or discipline procedure. Where feasible, review under this subsection shall be via electronic transmission of the personal history folder. An employee shall have the opportunity to place in his/her personal history folder a response of reasonable length to anything contained therein which such employee deems to be adverse.

20.3 An employee shall be permitted to be accompanied by a PEF Steward or other PEF representative during the review of the personal history folder pursuant to this Article.

20.4 Upon an employee's written request, material over three (3) years old shall be removed from the personal history folder, except unsatisfactory performance evaluations, personnel transactions, pre-employment materials and notices of discipline and all related records. Notices of discipline and related records wherein the final determination is that the employee was completely absolved of guilt shall not remain part of the personal history file.

20.5 The parties agree to meet in Executive Labor/Management, as appropriate, over any planned move from paper to electronic personal history folders.

— ARTICLE 21 —
DEFICIT REDUCTION LEAVE/WORKFORCE REDUCTION LIMITATION

The parties recognize that this historic language was limited to the terms of the 2011-2015 State/PEF Agreement and/or the 2015-16 State/PEF Agreement. The protections do not carry forward into the 2016-2019, 2019-2023 or 2023-2026 State/PEF Agreements. It is preserved here solely to provide a basis for processing any pending disputes between the State and PEF concerning alleged violations of Article 21 that took place prior to April 2, 2016.

21.1 Deficit Reduction Leave

(a) Fiscal Year 2011-2012. Commencing with the administrative payroll paycheck dated November 23, 2011, and the institutional payroll paycheck dated November 17, 2011, employees will have their total compensation, less overtime earnings, reduced by 4.198 percent. This reduction will occur for ten (10) consecutive payroll periods and end with the administrative paycheck dated March 28, 2012 and the institutional paycheck dated March 22, 2012.

(b) Fiscal Year 2012-2013. Commencing with the administrative payroll paycheck dated April 11, 2012 and with the institutional payroll paycheck dated April 5, 2012, employees will have their total compensation, less overtime earnings, reduced by 1.847 percent. This reduction shall occur for twenty-six (26) consecutive pay periods and end with the administrative paycheck dated March 27, 2013 and the institutional paycheck dated March 21, 2013.

(c) Upon ratification, employees will be credited with nine days of deficit reduction leave. Upon the request of the employee and subject to supervisory approval, appointing authorities shall allow each employee to take nine days off without charge to existing accruals before March 31, 2013. To the extent that multiple conflicting requests to use deficit reduction leave are made, time off shall be granted in order of seniority. Subject to supervisory approval, there shall be no restriction on using deficit reduction leave consecutively and/or in conjunction with annual leave, sick leave or other personal leave.

(d) Beginning with the pay period that includes April 1, 2015, employees whose total compensation, less overtime earnings, was reduced pursuant to 21.1(a) and (b) shall begin to be repaid for the value of the nine (9) day reduction. Commencing with this payroll period, employees shall receive payment in equal amounts over 39 payroll periods until the reduction has been repaid. Employees who separate from service prior to the full repayment of the nine (9) days shall be paid the balance of money owed at the time of their separation.

(e) Institution Teachers. Notwithstanding that the payroll reduction will be charged on a fiscal year basis, employees working on a 10-month school calendar will be permitted to use the nine days deficit reduction leave at any time during the remaining 2011-2012 academic year and/or the 2012-2013 academic year.

21.2 Workforce Reduction Limitation

(a) 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.

(b) Workforce reductions due to the closure or restructuring of facilities, as authorized by legislation or Spending and Government Efficiency Commission determinations are excluded from these limitations.

— ARTICLE 22 —
PROTECTION OF EMPLOYEES

22.1(a) There shall be no loss of present employment by permanent employees as a result of the State's exercise of its right to contract out for goods and services.

(b) Notwithstanding the provisions of Article 22.1(a), permanent employees affected by the State's exercise of its right to contract out for goods and services will receive 60 days written notice of intended separation and will be offered a redeployment option as provided for in Appendix VI(A), but where such redeployment option is not able to be offered and where no displacement rights as provided for in Civil Service Law Sections 80 and 80-a are available, the affected permanent employee will be offered the opportunity to elect one of the following transition benefits:

(i) a financial stipend for an identified retraining or educational opportunity as provided for in Appendix VI(B); or

(ii) severance pay as provided for in Appendix VI(C); or

(iii) the employee opts for and obtains preferential employment with the contractor at the contractor's terms and conditions, if available.

(c)(1) The transition benefits set forth above shall not apply to an affected permanent employee, and the State's obligation under this Article to said employee shall cease, if an affected permanent employee declines a primary redeployment opportunity as provided for in Appendix VI(A), or if the affected permanent employee declines a displacement opportunity pursuant to his/her displacement rights as provided for in Civil Service Law Sections 80 and 80-a, in his/her county of residence or county of current work location.

(c)(2) An affected permanent employee who elects a transition benefit as provided for in Article 22.1(b) above, shall be eligible for placement on preferred lists and reemployment rosters as provided for in Civil Service Law Sections 81 and 81-a and other applicable Civil Service Laws, Rules and Regulations.

22.2 No permanent employees will suffer reduction in existing salary as a result of reclassification or reallocation of the position they hold by permanent appointment.

22.3(a) A State/PEF Employment Security Committee shall be established. The purpose of the Committee shall include, but not be limited to: study and attempt to resolve matters of mutual concern regarding work force planning; to participate in the development and implementation of strategies to provide continuity of employment and, when displacement of employees occurs, to participate in the development and implementation of strategies to ease the impact of such displacement. The Committee shall also review matters relative to redeployment of employees affected by the State's exercise of its right to contract out including, but not limited to: comparability determinations; vacancy availability; information sharing in hiring and redeployment; dispute resolution; Civil Service layoff procedures; and hardship claims from individual employees in the redeployment process. The Committee shall explore the viability of expanding the redeployment concept to other reductions in force. The Committee is not intended to be policy making or regulatory in nature, rather it is intended to be advisory on matters of work force planning.

(b) The Committee shall meet at least bimonthly unless the parties agree that such frequency is unnecessary. The Committee shall establish by agreement such operating procedures as it deems necessary to conduct its activities.

(c) The Committee shall use such funds as are made available to it by the Professional Development and Quality of Working Life Coordinating Committee for the study and analysis of programs or activities that can be utilized to avoid displacement of employees or to ease the impact of such displacement. When instances of possible displacement occur, the Committee shall recommend that these or other activities be undertaken and shall use such funds as are made available for such purposes by the Professional Development and Quality of Working Life Coordinating Committee to undertake such activities.

(d) In recognition that employment security and/or continuity are matters that may affect employees across negotiating unit lines, the Committee shall, where appropriate, act cooperatively with employment continuity committees established jointly by the State and other unions.

(e) The parties agree that the matter of the configuration of layoff units is an appropriate subject for discussion by the Committee.

— ARTICLE 23 —
LAYOFFS IN NON-COMPETITIVE CLASS

23.1 Permanent non-competitive class employees in this negotiating unit if laid off will be laid off within title on the basis of seniority, provided, however, that such employees shall not gain greater rights than they would have if they were covered by the provisions of Sections 80 and 81 of the Civil Service Law, and provided, further, however, that this provision does not extend to these employees coverage under Civil Service Law Section 75 or Article 33 of the Agreement with PEF.

23.2 Where under current layoff law and procedures permanent employees are to be laid off within a given layoff unit and there are provisional or temporary employees in the same title in another layoff unit not projected for layoff, such provisional or temporary employees will be displaced in order to provide continued employment for those affected permanent employees. The State will manage centrally the placement of the affected permanent employees.

23.3 Permanent non-competitive class employees with one year of continuous non-competitive service immediately prior to layoff shall be accorded the same rights at layoff as well as placement roster, preferred list and reemployment roster rights, as employees covered by Civil Service Law Sections 75.1(c), 80-a, 81, 81-a and 81-b.

— ARTICLE 24 —
LABOR/MANAGEMENT COMMITTEE PROCESS

24.1 The State and PEF have an interest in maximizing the effectiveness of operations, the delivery of quality services and the promotion of a satisfied work force. To further this interest, the parties endorse the labor/management committee process as an appropriate means to identify and understand workplace issues and develop viable solutions. The State and PEF intend to foster an ongoing, communicative relationship in which the parties are encouraged to speak freely and resolve issues within the labor/management forum. The State and PEF shall cooperate in using training and other mutually agreed upon methods, within available resources, to assist agency and local level labor/management committees to be more effective.

24.2 The Director of the Office of Employee Relations or the Director's designees shall meet with the President of PEF or the President's designees at mutually agreed upon times to discuss and attempt to resolve matters of mutual concern. At the request of the other party, each party shall submit a written agenda at least seven days in advance of the meeting. Meetings shall be held at least quarterly, subject to the agenda for any such meeting having been mutually agreed upon in advance.

The topics for this forum may include but will not be limited to total quality management methods, centralized travel management, expedited travel reimbursement, and issues referred by agency and local level labor/management committees.

24.3 Department or Agency Heads, or their designees, shall meet with PEF representatives periodically to discuss and attempt to resolve matters of mutual concern. Each party shall have discretion and authority to designate members of their respective teams. Such meetings shall be held at times mutually agreed to but shall be held no less frequently than twice each year. Subjects which may be discussed at such meetings may include, but are not limited to: questions concerning implementation and administration of this Agreement which are department or agency-wide in nature, continuity of employment, institution and administration of alternative work schedules, staff development and training issues, distribution and posting of Civil Service examination announcements, ridesharing/carpooling initiatives and other matters as mutually agreed. Written agenda shall be exchanged by the parties no less than seven days before the scheduled date of each meeting. Designees or other representatives at such meetings shall make their best efforts to be prepared and to have the authority to discuss and resolve agenda items. At the time of the meeting additional subjects for discussion may be placed on the agenda by mutual agreement.

An agency-level labor/management committee which has reviewed an issue but has been unable to agree on the disposition of that issue shall refer that issue to the State-level labor/management committee established in accordance with Section 24.2 above.

24.4 Facility or Institution Heads, or their designees, shall meet with PEF representatives periodically to discuss and attempt to resolve matters of mutual concern. Each party shall have discretion and authority to designate members of their respective teams. Such meetings shall be held at times mutually agreed to but shall be held no less frequently than twice each year. Subjects which may be discussed at such meetings may include, but are not limited to: questions concerning implementation and administration of this Agreement which are local in nature, questions concerning the scheduling of employee workdays within the established workweek, distribution and posting of Civil Service examination announcements, continuity of employment, institution and administration of alternative workweek schedules, staff development and training issues and other matters as mutually agreed. Written agenda shall be exchanged by the parties no less than seven days before the scheduled date of each meeting. Designees or other representatives at such meetings shall make their best efforts to be prepared and to have authority to discuss and resolve agenda items. At the time of the meeting additional subjects for discussion may be placed on the agenda by mutual agreement.

In agencies and departments that do not operate facilities or institutions, the joint agency-level labor/management committee shall agree to a plan for establishment, continuation or modification of a local labor/management process within 90 calendar days of the ratification of this Agreement. In

determining where local labor/management is appropriate, such plan shall take into consideration the number of employees at any given work location and the structure of the agency or department and its different functional units. The plan shall reflect the goal of resolving issues at the lowest level possible.

Where the parties cannot agree to a local labor/management plan within 90 calendar days of the ratification of this Agreement, the joint agency level labor/management committee shall participate in labor/management committee training sponsored by the joint State/PEF Professional Development Committee. Such training shall be arranged expeditiously by the joint State/PEF Professional Development Committee and be held within 30 calendar days of the Committee making trainers available for this purpose. Agency-level committees that fail to agree on a local labor/management plan following such training shall participate in additional training programs as prescribed by the joint State/PEF Professional Development Committee until such time that a mutually agreed upon local labor/management plan is adopted. Any such additional training shall be arranged expeditiously by the joint State/PEF Professional Development Committee and be held within 30 calendar days of the Committee making trainers available for this purpose.

A local-level labor/management committee which has reviewed an issue but has been unable to agree on the disposition of that issue shall refer that issue to the appropriate agency-level labor/management committee established in accordance with Section 24.3 above.

24.5 The results of a labor/management meeting held pursuant to this Article shall not contravene any term or provision of this Agreement or exceed the authority of the management at the level at which the meeting occurs. The results of such meetings may, by mutual agreement, be placed in writing in the form of memoranda or correspondence between the parties. Any written labor/management agreement shall specify a finite term for the agreement and procedures for ending the agreement prior to the expiration of its term. Additionally, labor/management agreements shall specify procedures, if any, for renewal following expiration. The results of labor/management meetings, including written labor/management agreements, shall not be subject to the provisions of Article 34, Grievance and Arbitration Procedure.

Disputes arising from an alleged failure to comply with a local-level labor/management agreement shall be referred to the appropriate agency-level labor/management committee for resolution. Such disputes that are not resolved by the agency-level labor/management committee, and disputes arising from an alleged failure to comply with an agency-level labor/management agreement, shall be referred to the State-level labor/management committee for resolution.

24.6 Consistent with the Appendix III side letter on labor/management training, the State and PEF agree to provide a joint labor/management training program in each year of the Agreement. It shall be developed and administered by the joint State/PEF Professional Development Committee and utilize funding of up to $200,000 per year drawn on monies appropriated pursuant to Article 15.4 of this Agreement. The money referenced in the above-referenced Appendix III side letter is the same money as referenced in this Article.

During the term of this Agreement, the joint State/PEF Professional Development Committee shall conduct an in-depth assessment of the effectiveness of current labor/management committee training programs and of critical gaps in such programs currently sponsored by the joint State/PEF Professional Development Committee. Tools to be used in this assessment include, but are not limited to, a survey to be jointly designed by the parties and distributed to union and management labor/management team leaders at the agency level. To facilitate discussion of how to strengthen the labor/management process, Agency level labor/management committees shall submit a joint response to this survey on forms to be furnished by the joint State/PEF Professional Development Committee. The findings shall be reported to the Director of the Office of Employee Relations and the President of the Public Employees Federation, AFL-CIO.

— ARTICLE 25 —
SENIORITY

25.1 Definition

For purposes of this Agreement, seniority shall be defined as the length of an employee's continuous State service, whether part-time or full-time, from the date of original appointment in the classified service on a permanent basis. An employee who has resigned and who has been reinstated or reappointed in the service within one year thereafter, if such reinstatement or reappointment occurred prior to April l, 1985, and within three (3) years thereafter, if such reinstatement or reappointment occurred on or after April 1, 1985, shall be deemed to have continuous service for purposes of determining seniority. A period of employment on a temporary or provisional basis or in the unclassified service, immediately preceded and followed by permanent service in the classified service shall not constitute an interruption of continuous service for determining seniority nor shall a period of authorized leave without pay or any period during which employees suspended from their position pursuant to Section 80 or Section 80-a of the Civil Service Law.

25.2 Application

(a) In the event that more employees request the same vacation time off than can be reasonably spared for operating reasons, vacation time off will be granted to such employees who can reasonably be spared, in order of seniority.

(b) Shift and pass day assignments shall not be made for the purpose of imposing discipline. When the qualifications, training or any other factors which best serve the interest of the service to be rendered (including the subspecialties within the professional, scientific or technical services to be rendered) are equal, seniority will be a factor in the assignment of shift, pass days, overtime and voluntary transfers.

(c) When the qualifications, training or any other factors which best serve the interest of the service to be rendered (including the subspecialties within the professional, scientific or technical services to be rendered) are equal, seniority will be the factor in the assignment of shift and pass days for employees serving in nurse titles only. Provided, however, that nothing contained herein shall limit the development of local or agency labor/management procedures regarding the selection of shifts and pass days.

25.3 As soon as practicable in advance of the abolishment of any positions filled by permanent competitive class appointments, the State shall provide PEF with seniority lists of employees in the title(s) and agency(s) affected. It is understood by the parties that failure to comply with this provision shall not constitute a basis for preventing or delaying the job abolishments, nor shall failure to comply entitle displaced employees to any compensation or other monetary benefits they would otherwise not have been entitled to receive.

— ARTICLE 26 —
INSTITUTION TEACHERS

26.1 School Calendars

Labor/management committees will discuss school calendars for institution teachers including their duration and their starting and ending dates.

26.2 Payroll

(a) Any full-time teacher in a State institution as defined in Section 136 of the Civil Service Law shall be given the option to receive biweekly salary payments either over the facility's academic year or over the calendar year.

(b) An eligible employee electing to receive salary payments over the calendar year shall notify the appropriate payroll office in writing between May 15 and June 15 of each year. Such election shall remain in each year unless the employee withdraws the election during the May 15-June 15 period of a subsequent year. Notifications shall be in effect for the entire school year and may not be withdrawn during the school year.

(c) The State agrees to continue, at the employee's option, the calendar year pay basis of institution teachers who opt to receive their biweekly salary payments over a calendar year rather than a facility's academic year and who experience a change in pay status (e.g., sick leave at half-pay, leave without pay, change in percentage of time worked, etc.) during the school year. The State will not require such employees to revert to being paid based on the facility's academic year at the time the change in pay status goes into effect. Manual pay adjustments will be made to keep such employees on the calendar-year pay basis following any change in pay status during the school year.

26.3 Special Holidays

Employees serving as institution teachers at times other than during the facility's academic year shall not lose pay for days which have been declared by the State, as employer, to be special holidays provided such employees were scheduled to work on such days.

26.4 Leave

Effective April 1, 1995, the State agrees to provide each institution teacher a maximum of three days of leave with pay during each school year for religious observance, teacher conferences, professional meetings, extraordinary or emergency absences or other personal use and effective with the beginning of the 2004-2005 school year, the State agrees to provide each institution teacher a maximum of four days of leave with pay during each school year for religious observance, teacher conferences, professional meetings, extraordinary or emergency absences or other personal use. Such leave shall be approved on request insofar as it would not interfere with the proper conduct of governmental functions. Employees on leave as provided above, shall not be required to make up such time off by adjustments in their daily or weekly work schedules. Institution teachers shall not be allowed any other time off with pay for such purposes except as provided by Section 12.15.

— ARTICLE 27 —
REIMBURSEMENT FOR PROPERTY DAMAGE

27.1(a) The State agrees to provide for the uniform administration of the procedure for reimbursement to employees for personal property damage or destruction as provided for by Subdivisions 12 and 12-c of Section 8 of the State Finance Law.

(b) The State agrees to provide for payments of up to that amount stated in Section 115, Subparagraph 3 of the State Finance Law out of local funds at the institution level as limited by Subdivision 12 of Section 8 of the State Finance Law.

(c) Allowances shall be based upon the reasonable value of the property involved and payment shall be made against a satisfactory release.

27.2 The State shall appropriate $24,981 for Fiscal Year 2023-2024, $25,730 for Fiscal Year 2024-2025, and $26,502 for Fiscal Year 2025-2026, to be administered by the Comptroller, to reimburse employees for personal property damage or destruction not covered by the provisions of Subdivision 12 of Section 8 of the State Finance Law subject to the following:

(a) When investigation of a reported incident by the department or agency substantiates an employee's claim for reimbursement for personal property damage or destruction, incurred in the actual performance of work, where the employee was not negligent, the employee's claim shall be expedited in accordance with procedures established by the Comptroller and approved by the Division of the Budget. The procedures shall include the authority to adjust amounts of reimbursement. The maximum claim will be $350.

(b) Where practicable, upon request of the employee, and subject to availability of funds, the department or agency may make payment up to that amount stated in Section 115, Subparagraph 3 of the State Finance Law out of local funds, pursuant to Comptroller regulations.

27.3 Disputes regarding final disposition of claims under this Article shall not be arbitrable. The employee's recourse shall be the Court of Claims.

— ARTICLE 28 —
DISTRIBUTION OF DIRECTIVES, BULLETINS, OR INSTRUCTIONS

A copy of any directive, bulletin or instruction that is issued or published by an institution or facility for the information or compliance of all employees will be supplied to the local PEF designee.

— ARTICLE 29 —
EMERGENCY FIRST AID

At an institution or facility where appropriate medical staff and facilities are normally available, when a medical emergency resulting from an injury or sudden illness occurs to an employee while on the premises, the injured or ill employee should be given emergency first aid by any qualified staff member who is on duty and reasonably available from medical duties. The employee will be assisted in arranging transportation as necessary to a general hospital, clinic, doctor or other location for more complete treatment as appropriate.

— ARTICLE 30 —
VERIFICATION OF DOCTOR'S STATEMENT

30.1(a) When the State requires that an employee who has been absent on sick leave be medically examined by a physician selected by the appointing authority before such employee is allowed to return to work, the appointing authority shall make a reasonable effort to complete the medical examination within 20 working days with the following provisos.

(b) The 20 day period during which the appointing authority has to complete the examination shall include no more than ten days of an employee's advance notice of his/her return to work date. Such notice must include a physician's statement attesting to the employee's fitness and the specified date on which the employee may return to work. For each day of advance notice given, which is less than ten working days from the employee's return to work date, the appointing authority is allowed an additional workday to have the medical examination completed.

(c) If no decision is reached concerning the employee's request to return to duty within 20 workdays as specified in paragraph (a) above, the employee shall be placed on leave with pay without charge to credits until the date such decision is reached and not allowed to return to duty, except that leave with pay shall not be granted where the delay in determining the employee's fitness is caused by the employee's failure to appear for the medical examination or to otherwise cooperate in the scheduling and holding of the examination.

(d) If the physician selected by the appointing authority finds that the employee is not fit for return to duty, the employee shall be placed in the appropriate leave status in accordance with the Attendance Rules as of the date of receipt of the physician's report. Reexaminations by the appointing authority's physician shall not be required more often than once a month and if the appointing authority physician has set a date for reexamination or return to duty, not before such specified date.

(e) The provisions of this Article shall not be construed to require the extension of any employment beyond the time it would otherwise terminate, e.g., under Section 73 of the Civil Service Law.

(f) Employees who are required to submit to a medical examination conducted by a physician selected by the appointing authority shall be considered to be in pay status during the time required for such examination and any necessary travel to and from the site of such examination, and are entitled to be reimbursed for actual and necessary travel costs and meal and lodging costs incurred as a result of travel in connection with such examination. Such reimbursement is to be made in accordance with the Comptroller's Rules and Regulations.

30.2 Local labor/management arrangements may be developed to require the designation of one person in a particular work location or area to receive, on a confidential basis, medical information provided by an employee in support of the use of sick leave credits and to transmit the authorization for the use of such credits back to the employee's immediate supervisor.

30.3 Medical certification forms shall not require an employee's physician, in describing the cause of the employee's absence, to provide more than a brief diagnosis.

— ARTICLE 31 —
STANDBY ON-CALL ROSTERS

31.1(a) Nurses and nurse anesthetists who are required to be available for immediate recall and who must be prepared to return to duty within a limited period of time shall be listed on standby on-call assignment rosters. Recall assignments from such rosters shall be equitably rotated, insofar as it is possible to do so, among those employees qualified and normally required to perform the duties. The establishment of such rosters at a facility shall be subject to the approval of the department or agency involved and the Director of the Budget.

(b) All employees in positions allocated to or equated with grades 22 and below who are required to be available for immediate recall and who must be prepared to return to duty within a limited period of time shall be listed on standby on-call assignment rosters. Recall assignments from such rosters shall be equitably rotated, insofar as it is possible to do so, among those employees qualified and normally required to perform the duties. The establishment of such rosters at a facility shall be subject to the approval of the department or agency involved and the Director of the Budget.

31.2 The State shall provide an amount equal to 25 percent of the daily rate of compensation payable to employees in the titles in Section 31.1 of this Article which will be paid to such employees who are eligible to earn overtime for each eight hours or part thereof that the employees are actually scheduled to remain and do remain available for recall pursuant to such roster. In the event the employees are actually recalled to work, they will receive appropriate overtime or recall compensation as provided by law. Standby on-call payments pursuant to this Article shall be paid biweekly. Administration of such payments shall be at the rate of 1/10 of the biweekly rate of compensation and will include the geographic, location, inconvenience and shift pay as may be appropriate to the place or hours normally worked.

31.3 Employees who are recalled to work from a standby roster shall not be assigned "make-work" during such recall.

— ARTICLE 32 —
WORKWEEK AND WORKDAY

32.1 The normal work schedules of employees shall be as described below:

(a) For full-time employees not employed on a seasonal or field basis or in a facility where shift work is required or in a shift operation in a non-facility location – The normal workweek shall be Monday through Friday; the normal workday shall commence between 6:00 a.m. and 10:00 a.m.

(b) For full-time employees, except seasonal employees, employed in a facility where shift work is required or employed in a shift capacity in a location other than a facility – Wherever practicable and consistent with program needs, the workweek shall consist of five consecutive days of work followed by two consecutive days off. There shall be no restriction on the time of commencement of the workday.

(c) For full-time employees, except seasonal employees, employed in field positions – Wherever practicable and consistent with program needs, the normal workweek shall be Monday through Friday. There shall be no restriction on the time of commencement of the workday.

(d) For part-time employees and seasonal employees – Wherever practicable and consistent with program needs, the normal workweek shall consist of five consecutive days of work followed by two consecutive days off except where a different schedule has been established at the beginning of the part-time or seasonal employment. There shall be no restriction on the time of commencement of the workday.

32.2(a) Within 90 days of the execution of this Agreement, State departments and agencies shall prepare and furnish to the Office of Employee Relations and the President of PEF a written statement of workweeks or workdays in such departments which on the date of this Agreement differ from the normal workweek or workday.

(b) A work schedule established pursuant to Section 32.1 above or subsection 32.2(a) above may be changed with the consent of the employee(s) affected or in an emergency or as described below:

1. For full-time employees except those employed on a seasonal basis – After reasonable advance notice and consultation and a minimum of 30 days' advance notice, in writing, to the affected employee(s).

2. For part-time employees and seasonal employees – After a minimum of 48 hours' advance notice to the affected employees. Notification of such changes shall be made to PEF, and PEF shall be consulted with regard to the changes, except that such consultation may take place either before or after the change.

32.3 For the sole purpose of 32.2 above, the term "emergency" as used in this Agreement shall mean an unscheduled situation or circumstance which is expected to be of limited duration and either presents a clear and imminent danger to person or property, or is likely to interfere with the conduct of the agency's or institution's statutory mandates or programs.

32.4 There shall be no rescheduling of days off or tours of duty to avoid the payment of overtime compensation except upon two weeks' notice.

32.5 The lunch period of State employees shall not be extended for the purpose of increasing the working time of such employees.

32.6 Breaks in working hours of more than one hour shall not be scheduled in the basic workday of any employee whose position is allocated to Grades 22 or below without the consent of the employee affected.

32.7 The development, application and utilization of alternative work schedules shall be an appropriate subject for discussion at local-level and/or agency-level labor/management meetings held pursuant to Article 24.

— ARTICLE 33 —
DISCIPLINE

33.1 Applicability

The disciplinary procedure set forth in this Article shall be in lieu of the procedure specified in Sections 75 and 76 of the Civil Service Law and shall apply to all persons currently subject to Sections 75 and 76 of the Civil Service Law. In addition, it shall apply to those non-competitive class employees described in Section 75(1)(c) of the Civil Service Law who, since last entry into State service, have completed at least two years of continuous service in the non-competitive class, or who were appointed to a non-competitive class position as described in Section 75(1)(c) of the Civil Service Law on or after April 1, 1979, and have completed at least one year of continuous service in such position.

33.2 Purpose

The purpose of this Article is to provide a prompt, equitable and efficient procedure for the imposition of discipline for just cause. Both parties to this Agreement recognize the importance of counseling and the principle of corrective discipline. Prior to initiating formal disciplinary action pursuant to this Article, the appointing authority, or the authority's designee, is encouraged to resolve matters informally: provided, however, such informal action shall not be construed to be a part of the disciplinary procedure contained in this Article and shall not restrict the right of the appointing authority, or the designee, to consult with or otherwise counsel employees regarding their conduct or to initiate disciplinary action.

33.3 Employee Rights

(a) Employees may represent themselves or be accompanied for purposes of representation by PEF or an attorney, at meetings or hearings held pursuant to the disciplinary procedure set forth in Section 33.5, and when, as provided in subdivision (b) or (c) below, the employee is required to submit to an interrogation or requested to sign a statement. Unless the employee declines representation, a reasonable period of time shall be given to obtain a representative. If the employee requests representation and the employee or PEF fails to provide a representative within a reasonable period of time, the meetings or hearings under the disciplinary procedure may proceed, an interrogation as provided in subdivision (b) below may proceed, or, the employee may be requested to sign a statement as provided in subdivision (c) below. An arbitrator under this Article shall have the power to find that a delay in providing a representative may have been unreasonable. Where an employee elects to be represented by PEF exclusively, the PEF representative assigned by PEF, if a State employee, shall not suffer any loss of earnings or be required to charge leave credits for absence from work as a result of accompanying an employee for purposes of representation as provided in this subdivision.

(b) An "interrogation" shall be defined to mean the questioning of an employee who, at the time of the questioning, has been determined to be a likely subject for disciplinary action. The routine questioning of an employee by a supervisor or other representative of management to obtain factual information about an occurrence, incident or situation or the requirement that an employee submit an oral or written report describing an occurrence, incident or situation, shall not be considered an interrogation. If during the course of such routine questioning or review of such oral or written report, the questioner or reviewer determines that the employee is a likely subject for disciplinary action, the employee shall be so advised. An employee shall be required to submit to an interrogation by a department or agency (1) if the information sought is for use against such employee in a disciplinary proceeding pursuant to this Article, or (2) after a notice of discipline has been served on such employee, only if the employee has been notified, in advance of the interrogation, of the rights to representation as provided in subdivision (a) above. If an employee is improperly subjected to interrogation in violation of the provisions of this subdivision (b), no information obtained solely through such interrogation shall be used against the employee in any disciplinary action. No recording device shall be used nor shall any stenographic record be taken during an interrogation unless the employee is advised in advance that a record is being made. A copy of any formal record shall be supplied to the employee upon request.

(c) No employee who has been served with a notice of discipline pursuant to Section 33.5, or

who has been determined to be a likely subject for disciplinary action, shall be requested to sign any statement regarding a matter which is the subject of a disciplinary action under Section 33.5 of this Article unless offered the right to have a representative of PEF or an attorney present and, if he or she requests such representation, is afforded a reasonable period of time to obtain a representative. A copy of any statement signed by an employee shall be supplied to him/her. Any statements signed by an employee without having been so supplied to him/her may not subsequently be used in a disciplinary proceeding.

(d) In all disciplinary proceedings under Section 33.5, the burden of proof that discipline is for just cause shall rest with the employer. Such burden of proof, even in serious matters which might constitute a crime, shall be preponderance of the evidence on the record and shall in no case be proof beyond a reasonable doubt.

(e) An employee shall not be coerced, intimidated or caused to suffer any reprisals, either directly or indirectly, that may adversely affect wages or working conditions as the result of the exercise of the rights under this Article.

33.4 Suspension or Temporary Reassignment Before Notice of Discipline

(a) Prior to the service of a notice of discipline or the completion of the disciplinary procedure set forth in Section 33.5, an employee may be suspended without pay or temporarily reassigned by the appointing authority, or the authority's designee, in his/her discretion, only pursuant to paragraphs (1) and (2) of this subdivision.

(1) The appointing authority or his/her designee may, in his/her discretion, suspend an employee without pay or temporarily reassign him/her when a determination is made 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 operations. A notice of discipline shall be served no later than five (5) calendar days following any such suspension or temporary reassignment.

(2) The appointing authority or his/her designee, in his/her discretion, may suspend without pay or temporarily reassign an employee charged with the commission of a crime. Within thirty (30) calendar days following a suspension under this paragraph, a notice of discipline shall be served on such employee or such employee shall be reinstated with back pay. Where the employee, who is charged with the commission of a crime is temporarily reassigned, the notice of discipline shall be served on such employee within seven (7) days after the disposition of the criminal charges as provided in the Criminal Procedure Law of the State of New York or the employee shall be returned to his/her regular assignment. Nothing in this paragraph shall limit the right of the appointing authority or his/her designee from taking disciplinary action while criminal proceedings are pending. Nothing in this paragraph shall preclude the application of the provisions in Article 33.4(b)(1).

(3) During the period of any suspension without pay pursuant to the provisions of this Section 33.4, the State shall continue the employee's and dependents' health insurance coverage that was in effect on the day prior to the first day of the suspension, and shall pay the employer's share of any premium to maintain such coverage. Any such suspended employee shall be responsible for paying the employee's share of premium for such health insurance coverage. The State shall not be liable for payment of the employer's share of the health insurance premium for any period of time during which the suspended employee fails to pay the employee's share of the health insurance premium.

(4) In the case of any suspension without pay, the employee may be allowed to draw from accrued annual or personal leave credits, holiday leave or compensatory leave which shall be reinstated in the event that, in accordance with this Article, the suspension is deemed improper or the employee is found innocent of all allegations contained in the notice of discipline. The use of such credits shall be at the option of the employee. Such use of leave credits during suspension will not be available if the employee is offered a reassignment and declines.

(b) Temporary Reassignment

(1) Where the appointing authority has determined that an employee is to be temporarily reassigned pursuant to this Article, the employee shall be notified in writing of the location of such temporary reassignments and the fact that such reassignment may involve the performance of out-of-title work. The employee may elect in writing to refuse such temporary reassignment and be suspended

without pay. Such election must be made in writing before the commencement of the temporary assignment. An election by the employee to be placed on a suspension without pay is final and may not thereafter be withdrawn. Once the employee commences the temporary assignment, no election is permitted.

(2) The fact that the State has temporarily reassigned an employee rather than suspending him/her without pay or the election by an employee to be suspended without pay rather than be temporarily reassigned shall not be considered by the disciplinary arbitrator for any purpose.

(3) Temporary reassignments under this Section shall not involve a change in the employee's rate of pay.

(c)(1) Suspensions without pay and temporary reassignments made pursuant to this Section shall be reviewable by a disciplinary arbitrator in accordance with provisions of Section 33.5 to determine whether the appointing authority had probable cause.

(2) Where an employee has been suspended without pay or temporarily reassigned he/she may, in writing, waive the agency or department level meeting at the time of filing a disciplinary grievance. In the event of such waiver, the employee shall file the grievance form within the prescribed time limits for filing a department or agency level grievance directly with the American Arbitration Association (AAA) in accordance with Section 33.5. The AAA shall give the case priority assignment and shall forthwith set the matter down for hearing to be held within 14 calendar days of the filing of the demand for arbitration. The time limits may not be extended.

(3) Where an employee is suspended without pay or temporarily reassigned, and the hearing will extend beyond one day, either party may authorize the arbitrator to issue an interim decision and award solely with respect to the issue of whether there was probable cause for the suspension or temporary reassignment, such request to be permitted at any time after the completion of the State's direct case.

(4) Within five (5) calendar days of any suspension without pay or temporary reassignment pursuant to this Section, the President of PEF or the President's designee shall be sent a notice advising him/her, in writing, of such suspension without pay or temporary reassignment. Such notice shall be sent by certified mail, return receipt requested.

(d) In the event of a failure to serve a notice of discipline within the time limits established in Section 33.4(a), the employee shall be deemed to have been suspended without pay as of the date of service of the notice of discipline or, in the event of a temporary reassignment, may return to his/her actual assignment until such notice is served. In the event of failure to notify the President of PEF or the President's designee of the suspension within the time period established in Section 33.4(c)(4), the employee shall be deemed to have been suspended without pay as of the date the notice is sent to the President of PEF or the President's designee.

33.5 Disciplinary Procedure

(a) Where the appointing authority or the authority's designee seeks to impose discipline, notice of such discipline shall be made in writing and served upon the employee. Discipline shall be imposed only for just cause. Disciplinary penalties may include a written reprimand, a fine not to exceed two weeks' pay, suspension without pay, demotion, restitution, dismissal from service, loss of leave credits or other privileges, or such other penalties as may be appropriate. The specific acts for which discipline is being imposed and the penalty or penalties proposed shall be specified in the notice. The notice shall contain a description of the alleged acts and conduct, including reference to dates, times and places. Two copies of the notice shall be served on the employee. Service of the notice of discipline shall be made by personal service or by certified mail, return receipt requested.

(b) The President of PEF or the President's designee shall be advised by certified mail, return receipt requested, of the name and work location of an employee against whom a notice of discipline has been served.

(c) The notice of discipline served on the employee shall be accompanied by a copy of this Article and a written statement1 that:

(1) the employee has a right to object by filing a disciplinary grievance within 14 calendar days;

(2) he/she has the right to have the disciplinary action reviewed by an independent arbitrator;

(3) the employee is entitled to be accompanied for the purposes of representation by PEF or an attorney at every step of the disciplinary proceeding;

(4) if a disciplinary grievance is filed, no penalty can be implemented unless the employee fails to follow the procedural requirements, or until the matter is settled, or until the arbitration procedure specified in subdivision (f) below, is completed.

(d) The penalty proposed by the appointing authority may not be implemented until (1) the employee fails to file a disciplinary grievance within 14 calendar days of the service of the notice of discipline, or (2) having filed a grievance, the employee fails to file a timely appeal as provided in subdivision (f) below or (3) the penalty is upheld or a different penalty is determined by the arbitrator to be appropriate, or (4) the matter is settled.

(e) If not settled or otherwise resolved, the notice of discipline may be the subject of a grievance before the department or agency head, or a designee, and shall be filed either in person or by certified mail, return receipt requested, by the employee or by the representative with the employee's consent, within 14 calendar days of service of the notice of discipline. If the disciplinary grievance is signed by the employee's representative, and the appointing authority or the designee of the appointing authority requests written confirmation of the employee's consent to the filing of the grievance, such written consent must be provided to the appointing authority or the designee of the appointing authority no later than three (3) days prior to the meeting. The employee shall be entitled to a meeting with the department or agency head, or a designee. The meeting shall include an informal presentation by the department or agency head, or a designee, and by the employee, or a union representative, of relevant information concerning the acts or omissions specified in the notice of discipline, a general review of the evidence and defenses that will be presented if the matter proceeds to the next level, and a discussion of the appropriateness of the proposed penalty. The meeting need not involve the identification or presentation of prospective witnesses, the identification or specific description of documents, or other formal disclosure of evidence by either party. The meeting provided for herein may be waived, in writing, on the grievance form, only in accordance with Section 33.4(c)(2). A written response shall be rendered in person, or by certified mail, return receipt requested, no later than seven (7) calendar days after such meeting. If possible, the department or agency head, or a designee, should render the written response at the close of such meeting. When the department or agency head, or a designee, fails to issue a written response within seven (7) calendar days from such meeting, the grievant or the grievant's representative has the right to proceed directly to the next appropriate level by filing an appeal in accordance with subdivision (f).

(f) Disciplinary Arbitration

(1) If a disciplinary grievance is not settled or otherwise resolved, it may be appealed to independent arbitration. Such appeal must be filed with the American Arbitration Association by certified mail, return receipt requested, on a disciplinary grievance form, with a copy to the appointing authority, within 14 calendar days of service of the department or agency response. If there is no department or agency response received within 10 calendar days after the department or agency meeting, the appeal to arbitration must be filed within 24 calendar days of such meeting. If the appeal to arbitration is filed by the employee's representative, and the employee or employee's representative has not already furnished the employee's written consent, the appointing authority or the designee of the appointing authority may request written confirmation of the employee's consent to the filing of such appeal. Such written consent must be provided to the appointing authority or the designee of the appointing authority no later than five (5) days prior to the first day of the arbitration hearing.

(2) The disciplinary arbitrator shall hold a hearing within 14 calendar days after his/her selection. A decision shall be rendered within seven (7) calendar days of the close of the hearing or within seven (7) calendar days after receipt of the transcript, if either party elects a transcript as provided in paragraph (8), or within such other period of time as may have been mutually agreed to by the department or agency and the grievant or his/her representative.

(3) Protection of Patient or Client Witnesses

(i) A patient or client witness will be protected, when giving testimony in a disciplinary arbitration hearing, by shielding the employee from view, in one of the following ways:

- use of a portable screen or partition consisting of one-way glass; or
- use of a closed circuit television in a live transmission with the employee in a separate room and the arbitrator, the representatives and the witness(es) in another room; or
- use of a one-way mirrored room with the employee in a separate room with the ability to view and hear the proceedings; or
- in a manner comparable and as effective as one of the above-stated.

A patient or client witness will be shielded in one of the described ways when a certified or licensed professional determines that there is a need for such protection for the patient or client witness. A determination that there is a need for such protection is not subject to review.

(ii) Additionally, where the employee is in a separate room during the arbitration hearing, a method of communication will be provided for the employee to communicate with his/her representative.

(4) Disciplinary arbitrators shall render determinations of guilt or innocence and the appropriateness of proposed penalties, and shall have the authority to resolve a claimed failure to follow the procedural provisions of this Article. Disciplinary arbitrators shall neither add to, subtract from nor modify the provisions of this Agreement.

(5) The disciplinary arbitrator's decision with respect to guilt or innocence, penalty, probable cause for suspension, or temporary reassignment, if any, and a claimed failure to follow the procedural provisions of this Article, shall be final and binding on the parties. If the arbitrator, upon review, finds probable cause for suspension without pay, he/she may consider such suspension in determining the penalty to be imposed. Upon a finding of guilt the disciplinary arbitrator has full authority, if he/she finds the penalty or penalties proposed by the State to be inappropriate, to devise an appropriate penalty including, but not limited to, ordering reinstatement and back pay for all or part of any period of suspension. The amount of any back pay award shall be reduced by the amount of any unemployment compensation benefits and any outside earnings paid to the employee during the time period for which back pay is awarded. For the purpose of this paragraph, "outside earnings" shall mean monies paid for work performed during those hours the employee would have been scheduled to work for the appointing authority had no suspension occurred. Nothing contained in this paragraph shall apply to settlements achieved pursuant to Section 33.6, Settlements. Under any such settlement, the amount of back pay, if any, and any offset thereto shall be determined by the parties as part of the settlement.

(6) The State and PEF agree that the American Arbitration Association (AAA) shall administer the panel of disciplinary arbitrators, unless during the term of this Agreement the parties by mutual agreement develop a procedure for the joint administration of the panel of disciplinary arbitrators. The State and PEF shall jointly develop a statement of special procedures and instructions to be followed by AAA and by disciplinary arbitrators. Pending the development of this statement, the instructions to the arbitrators, dated March 15, 1978, as amended, shall be considered to be in effect in this unit. The composition of the panel of arbitrators shall be agreed to by the State and PEF and such panel shall serve for the term of this Agreement. In those cases involving an allegation of patient, client, resident or similar abuse, the AAA must appoint the disciplinary arbitrator from a Select Panel of Arbitrators jointly agreed to by the State and PEF for the term of this Agreement. Notices of discipline in which the alleged misconduct includes matters that the appointing authority considers to fall within the jurisdiction of the Select Panel of Arbitrators shall state in their text that this disciplinary action, if appealed to arbitration, shall be appealed to an arbitrator appointed from the Select Panel of Arbitrators. Disciplinary arbitrators on the Select Panel shall receive special training regarding patient abuse and the disciplinary process. The special training shall be jointly sponsored by the State and PEF and provided through the AAA.

(7) All fees and expenses of the arbitrator, if any, shall be divided equally between the appointing authority and PEF or the employee if not represented by PEF. Each party shall bear the costs of preparing and presenting its own case. The estimated arbitrator's fees and estimated expenses may be collected in advance of the hearing. When such request for payment is made and not satisfied as required,

the grievance shall be deemed withdrawn.

(8) Either party wishing a transcript at a disciplinary arbitration hearing may provide for one at its own expense and shall provide a copy to the arbitrator and the other party without cost.

(g) The agency or department head or a designee has full authority, at any time before or after the notice of discipline is served by an appointing authority or a designee, to review such notice and the proposed penalty and to take such action as he/she deems appropriate under the circumstances in accordance with this Article including, but not limited to, determining whether a notice should be issued, amendment of the notice no later than the issuance of the agency response, withdrawal of the notice or a reduction of the proposed penalty.

(h) An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one year prior to the notice of discipline. The employee's entire record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

33.6 Settlements

A disciplinary matter may be settled at any time following the service of the notice of discipline. The terms of the settlement shall be agreed to in writing. Before executing such settlement, an employee shall be advised of the right to have a PEF representative or an attorney present and, if such representation is requested, shall be afforded a reasonable period of time to obtain representation. A settlement entered into by an employee, the PEF representative or an attorney, on behalf of the employee, shall be final and binding on all parties. Within five (5) calendar days of any settlement, the President of PEF or the President's designee shall be sent a notice advising him/her, in writing, of the settlement. Such notice shall be sent by certified mail, return receipt requested.

33.7 Definitions

(a) As used in this Section, "days" shall mean calendar days unless otherwise specified.

(b) "Service" shall be complete upon personal delivery or, if it is made by certified mail, return receipt requested, it shall be complete upon the date the employee or any other person accepting delivery has signed the return receipt or when the letter is returned to the appointing authority undelivered.

(c) "Filing" shall be complete upon actual receipt or, if certified mail, return receipt requested, is used, upon the date of mailing appearing on the postal receipt.

33.8 Timeliness

In the event of a question of timeliness of any disciplinary grievance or appeal to arbitration, the date of actual receipt shall be determinative when personal delivery is used and the date of mailing appearing on the postal receipt shall be determinative when certified mail, return receipt requested, is used.

33.9 Time Limits

Except as provided in Section 33.4(c)(2), time limits contained in this Article may be waived by mutual agreement of the parties. Any such agreement must be in writing.

33.10 Changes in shift, pass day, job assignment, or transfer or reassignment to another facility, work location or job station may not be made for the sole purpose of imposing discipline unless imposed pursuant to the provisions of Section 33.5, provided, however, that temporary reassignments may be made pursuant to Section 33.4.

— ARTICLE 34 —
GRIEVANCE AND ARBITRATION PROCEDURE

34.1 Definition of Grievance

(a) A contract grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. Other disputes which do not involve the interpretation, application, or claimed violation of a specific term or provision of this Agreement including matters as to which other means of resolution are provided or foreclosed by this Agreement, or by statute or administrative procedures applicable to the State, shall not be considered contract grievances. A contract grievance does not include matters involving the interpretation, application or claimed violation of an agreement reached pursuant to any previously authorized departmental negotiations.

(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 Step 3 of the grievance procedure, except those issues for which there is a review procedure established by law or, pursuant to rules or regulations filed with the Secretary of State.

34.2 Requirements for Filing Contract Grievances

(a) A contract grievance shall be submitted, in writing, on forms to be provided by the State.

(b) Each contract grievance shall identify the specific provision of the Agreement alleged to have been violated, and shall contain a short plain statement of the grievance, the facts surrounding it, and the remedy sought.

(c) If the contract grievance identifies Article 45, Benefits Guaranteed, as the provision allegedly violated, the particular law, rule or regulation at issue shall be specified.

34.3 Representation

(a) PEF shall have the exclusive right to represent any employee or employees, upon their request, at any Step of the grievance procedure, provided, however, individual employees may represent themselves in processing grievances at Steps 1 through 2.

(b) PEF shall have the right to initiate at Step 2 a grievance involving employees: (1) of an entire department or agency; (2) at more than one facility or institution of a department or agency; and/or, (3) at more than one geographically distinct work location (e.g., region) if a separate representative has been designated by the department or agency to hear Step 1 grievances at each of the work locations. PEF shall have the right to initiate at Step 3 a grievance involving employees at more than one department or agency. Any such grievance shall identify the act or omission giving rise to the grievance, shall identify the specific issue in the grievance, shall describe the common characteristic(s) of the employees that cause the employees to have been similarly affected by the act or omission giving rise to the grievance, shall specify the names of such employees if possible or, where the names cannot be specified, shall contain a description of the "class." Such description shall include such information as is appropriate and necessary to identify the employees who have been affected in the same manner by the act or omission giving rise to the grievance including, where relevant, but not limited to, title, occupational category, work location, hours of work, length of service or other characteristics common to the class.

(c) The State shall have the right to initiate grievances against PEF at Step 4.

34.4 Grievance Steps

Prior to initiating a formal written grievance pursuant to this Article, an employee or PEF is encouraged to resolve disputes subject to this Article informally with the appropriate immediate supervisor.

(a) Step One: The employee or PEF shall present the grievance to the facility or institution head or a designated representative not later than 30 calendar days after the date on which the act or omission giving rise to the grievance occurred. The facility or institution head or designated representative shall meet with the employee or PEF and shall issue a short plain written statement of reasons for the decision to the employee or PEF not later than 20 working days following the receipt of

the grievance.

(b) Step Two: An appeal from an unsatisfactory decision at Step 1 shall be filed by the employee or PEF, on forms to be provided by the State, with the agency or department head or the designee within 10 working days of the receipt of the Step 1 decision. Such appeal shall be in writing and shall include a copy of the grievance filed at Step 1, a copy of the Step 1 decision and a short plain written statement of the reasons for disagreement with the Step 1 decision. The agency or department head or a designee shall meet with the employee or PEF for a review of the grievance and shall issue a short, plain written statement of reasons for the decision to the employee and to the President of PEF or the President's designee no later than 20 working days following receipt of the Step 1 appeal.

(c) Step Three: An appeal from an unsatisfactory decision at Step 2 shall be filed by PEF through its President or the President's designee, on forms to be provided by the State with the Director of the Office of Employee Relations, or the Director's designee, within 30 working days of the receipt of the Step 2 decision. Such appeal shall be in writing, and shall include a copy of the grievance filed at Step 1, and a copy of all prior decisions and appeals, and a short, plain written statement of the reasons for disagreement with the Step 2 decision. The Director of the Office of Employee Relations, or the Director's designee, shall issue a short, plain written statement of reasons for the decision within 30 working days after receipt of the appeal. A copy of said written decision shall be forwarded to the President of PEF, or the President's designee.

(d) Step Four: Arbitration:

(1) Contract grievances which are appealable to arbitration pursuant to the terms of this Article may be appealed to arbitration by PEF, by its President or the President's designee, by filing a demand for arbitration upon the Director of the Office of Employee Relations within 15 working days of the receipt of the Step 3 decision. If the Step 3 decision has not been issued within the time period for the issuance of such decision, a demand for arbitration may be filed by the President of PEF or the President's designee at any time after expiration of the time period established for the issuance of the Step 3 decision, except that in no case may a demand for arbitration be filed later than 15 working days after receipt of the Step 3 decision.

(2) The demand for arbitration shall identify the grievance, the department or agency involved, the employee or employees involved, and the specific term or provision of the Agreement alleged to have been violated.

(3) Within a reasonable time after the effective date of this Agreement, the Director of the Office of Employee Relations and the President of PEF, or their designees, shall meet to agree upon a panel of arbitrators selected from lists submitted by the parties. The composition of the panel of arbitrators shall be agreed to by the State and PEF and such panel shall serve for the term of this Agreement. After receipt of the demand for arbitration, the parties shall meet to select an arbitrator from this panel. The essential method of selection of the arbitrator for a particular case shall be by agreement and, if the parties are unable to agree, the arbitrator shall be assigned from this panel on a rotating basis. Initial assignment for rotation shall be determined by lot.

(4) Arbitrators shall have no power to add to, subtract from or modify the terms or provisions of this Agreement. They shall confine their decision and award solely to the application and/or interpretation of this Agreement. The decision and award of the arbitrator shall be final and binding consistent with the provisions of CPLR Article 75.

(5) Arbitrators shall confine themselves to the precise issue or issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to them nor shall they make observations or declarations of opinion which are not essential in reaching the determination.

(6) All fees and expenses of the arbitrator shall be divided equally between parties. Each party shall bear the cost of preparing and presenting its own case.

(7) Any party requesting a transcript at an arbitration hearing may provide for one at its expense and, in such event, shall provide a copy to the arbitrator and the other party without cost.

(8)(a) The arbitration hearing shall be held within 60 working days after receipt of the demand for arbitration or as soon thereafter as is practicable.

(b) The arbitration decision and award shall be issued within 30 calendar days after the hearing is closed by the arbitrator.

(e) Triage and Expedited Arbitration

To provide a more expeditious alternative to the traditional grievance and arbitration procedure, there shall also be a triage and expedited arbitration procedure. The terms of that procedure, as described in the Memorandum of Understanding regarding Triage and Expedited Arbitration are incorporated herein by reference.

34.5 Procedures Applicable to Grievance Steps

(a) Steps 1 and 2 shall be informal and the grievant and/or PEF shall meet with the appropriate step representative for the purpose of discussing the grievance, and attempting to reach a resolution.

(b) No transcript is required at any step. However, either party may request that the review at Step 2 only be tape recorded at its expense and shall provide a copy of such tape recording to the other party.

(c) Step 3 is intended primarily to be a review of the existing grievance file; provided, however, that additional exhibits and evidence may be submitted in writing.

(d) Any meeting required by this Article may be mutually waived.

(e) All of the time limits contained in this Article may be extended by mutual agreement. Extensions shall be confirmed in writing by the party requesting them. Upon failure of the State, or its representatives, to provide a decision within the time limits provided in this Article, the grievant or PEF, as appropriate at each step, may appeal to the next step. Upon failure of the grievant, or the grievant's representative, to file an appeal from a written decision issued by the State or its representatives within the time limits provided in this Article, the grievance shall be deemed withdrawn.

(f) A settlement of or an award upon a contract grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than 30 days prior to the date the contract grievance was first presented in accordance with this Article, or the date the contract grievance occurred, whichever is the later date.

(g) A settlement of a contract grievance in Steps 1 through 3 shall constitute precedent in other and future cases only if the Director of the Office of Employee Relations and the President of PEF agree, in writing, that such settlement shall have such effect.

(h) The State shall supply in writing, with each copy of each step response, the name and address of the person to whom any appeal must be sent, and a statement of the applicable time limits for filing such an appeal.

(i) All contract grievances, appeals and responses at Steps 1 and 2 shall be submitted by certified mail, return receipt requested, or by personal service. All appeals and responses at Steps 3 and 4 shall be submitted via electronic mail, certified mail or by personal service. Where submission is by certified mail, the date of filing shall be that date appearing on the postal receipt; where submission is by electronic mail, the date of filing shall be the time/date stamp of the sent electronic mail message and where submission is by personal service, the date of filing shall be the date of receipt by personal service. Where submission is by electronic mail, materials sent by midnight Eastern Standard Time shall be considered filed that working day and received the next working day. Electronic mail filings shall be available within 90 days of ratification of this Agreement. Within 60 days of ratification of this Agreement, the State and PEF shall provide each other with notice of the official electronic mailbox addresses for Steps 3 and 4 filings/appeals/responses. During the term of this Agreement, the parties shall meet and discuss whether implementation of a pilot program for the electronic transmittal of grievance submission and responses at Steps 1 and 2 of the grievance and arbitration procedure set forth in this Article is feasible and otherwise appropriate. If the parties are unable to negotiate an agreement regarding implementation of such a pilot program, they shall continue to submit Steps 1 and 2 filings by certified mail, return receipt requested or by personal service.

(j) Working days shall mean Monday through Friday, excluding holidays, unless otherwise specified, and days shall mean calendar days.

(k) The State and PEF shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to establish a special appropriation fund to be administered by the Department of Audit and Control to provide for prompt payments of settlements reached or arbitration awards issued pursuant to this Article.

(l) The purpose of this Article is to provide a prompt, equitable and efficient procedure to review grievances filed by an employee or PEF. Both the State and PEF recognize the importance of the reasonable use of and resort to the procedure provided by this Article and the timely issuance of decisions to filed grievances among other aspects of the procedure provided by this Article. Representatives of the Office of Employee Relations and PEF shall meet at mutually agreed upon times to discuss and take the necessary steps to resolve matters of mutual concern in the implementation and administration of this procedure.

(m) A claimed failure to follow the procedural provisions of Article 33, Discipline Procedure, shall be reviewable in accordance with the provisions contained in that Article.

(n) Following issuance of the decision at Step 2 but prior to the appeal by PEF to Step 3, a grievance may be amended to specify a different term or provision of the Agreement alleged to have been violated than specified at the submission of the grievance at Step 1. The amended grievance shall be forwarded by PEF to the agency or department head or the designee within 30 working days of the receipt of the Step 2 decision. Such amendment shall be in writing, and shall include a copy of the grievance filed at Step 1, a copy of all prior decisions and appeals, including the Step 2 decision, and a short, plain written statement noting the new term or provision of the Agreement alleged to have been violated. The agency or department head or a designee shall issue a short, plain written statement of reasons for the decision with respect to the new term or provision of the Agreement to the President of PEF no later than 20 working days following receipt of the amended grievance. In addition to the above process, a grievance at Step 2 may be amended by mutual consent of the parties. No other amendment(s) to the grievance shall be permitted except upon consent.

— ARTICLE 35 —
RESIGNATION

35.1 Employees who are advised that they are alleged to have been guilty of misconduct or incompetency and who are therefore requested to resign shall be given a statement written on the resignation form that:

1. They have a right to consult a representative of PEF or an attorney or the right to decline such representation before executing the resignation, and a reasonable period of time to obtain such representation, if requested, will be afforded for such purpose;

2. They may decline the request to resign and that in lieu thereof, a notice of discipline must be served upon them before any disciplinary action or penalty may be imposed pursuant to the procedure provided in Article 33 of the Agreement between the State and PEF;

3. In the event a notice of discipline is served, they have the right to object to such notice by filing a grievance;

4. The disciplinary arbitration procedure includes binding arbitration as the final step;

5. They would have the right to representation by PEF or an attorney at every step of the procedure; and,

6. They have the right to refuse to sign the resignation and their refusal in this regard cannot be used against them in any subsequent proceeding.

35.2 A resignation which is requested and secured in a manner which fails to comply with this procedure shall be null and void.

35.3 Unauthorized Absence

(a) Employees absent from work without authorization for 10 consecutive workdays shall be deemed to have resigned from their positions if they have not provided a satisfactory explanation for such absence on or before the eleventh workday following the commencement of such unauthorized absence.

(b) Within 20 calendar days commencing from the 10th consecutive day of absence from work without authorization, such employees may submit an explanation concerning their absence, to the appointing authority. The burden of proof shall be upon the employees to establish that it was not possible for them to report to work or notify the appointing authority, or the appointing authority's designee, of the reason for their absence. The appointing authority shall issue a short response, within five (5) calendar days after receipt of such explanation. If the employees are not satisfied with the response, PEF, upon the employees' request, may appeal the appointing authority's response to the Office of Employee Relations, within five (5) calendar days after receipt of the appointing authority's response. The Director of the Office of Employee Relations, or the Director's designee, shall issue a written response within five (5) calendar days after receiving such appeal. The procedure contained in this subsection shall not be arbitrable.

— ARTICLE 36 —
NO DISCRIMINATION

36.1 PEF agrees to continue to admit all employees to membership and to represent all employees without regard to race, creed, color, national origin, age, sex or handicap.

36.2 The State agrees to continue its established policy against all forms of illegal discrimination with regard to race, creed, color, national origin, sex, age or handicap, or the proper exercise by an employee of the rights guaranteed by the Public Employees' Fair Employment Act.

36.3 The State and PEF shall form a Joint Affirmative Action Advisory Committee which shall develop appropriate recommendations on matters of mutual interest in the areas of equal employment and affirmative action.

—ARTICLE 37 —
INDEMNIFICATION

37.1 Pursuant to Section 24 of the Correction Law and Section 19.14 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 officers or employees of the Office of Addiction Services and Supports who are charged with the duties of securing custody of a drug dependent person or a person in need of care and treatment for alcoholism, or against any officers or employees of the Department of Corrections and Community Supervision in their 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 officers or employees. 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 officers or employees shall be brought and maintained in the Court of Claims as a claim against the State.

37.2 The Employer shall continue the existing policies as established by Section 19.14 of the Mental Hygiene Law. Pursuant to said Section 19.14 of the Mental Hygiene Law, the State shall save harmless and indemnify those officers and employees specified in Article 37.1 from financial loss resulting from a claim filed in a court of the United States for damages arising out of an act done or the failure to perform any act that was (1) within the scope of the employment and in the discharge of the duties of such officer or employee, and (2) was not in violation of any rule or regulation of the Office of Addiction Services and Supports or of any statute or governing case law of the State or of the United States at the time the alleged damages were allegedly sustained; provided that the officer or employee shall comply with the provisions of Subdivision four of Section 17 of the Public Officers Law.

The provisions of Section 19.14 of the Mental Hygiene Law shall supplement, and be available in addition to, the provisions of Section 17 of the Public Officers Law and, insofar as said Section 19.14 is inconsistent with Section 17 of the Public Officers Law, the provisions of said Section 19.14 shall be controlling.

The provisions of said Section 19.14 shall not be construed in any way to impair, modify or abrogate any immunity available to any officer or employee of the officer under the statutory or decisional law of the State or the United States.

37.3 The Employer acknowledges its obligation 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 the execution of this Agreement.

37.4 The Employer agrees to provide for the defense of employees as set forth in Subdivision two 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 employees were acting within the scope of their public employment or duties, or which is brought to enforce a provision of Section 1981 or 1983 of title forty-two 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 (1) delivery to the Attorney General or an assistant attorney general at an office of the Department of Law in the State by the employees of the original or a copy of any summons, complaint, process, notice, demand or pleading within five days after they are served with such document, and (2) the full cooperation of such employees 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 such employees that the State provide for their defense pursuant to this Section.

37.5 The Employer agrees to indemnify and save harmless its employees as set forth in subdivision three 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, provided that the act or omission from which such judgment or settlement arose occurred while the

employees were acting within the scope of their 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 employees, 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.

37.6 Employees shall inform their supervisor when they request a legal defense or seek indemnification from the Attorney General under paragraphs 37.3, 37.4 or 37.5 above. In addition, paragraphs 37.3, 37.4 and 37.5 of this Article shall not apply to employees of the Department of Corrections and Community Supervision or the Office of Addiction Services and Supports to the extent they are covered by paragraphs 37.1 and/or 37.2 of this Article.

37.7 The Employer agrees to reimburse its employees to the broadest extent possible consistent with the provisions of Section 19 of the Public Officers Law in effect upon the date of the execution of this Agreement. Upon compliance by the employee with subdivision 3 of Section 19 of the Public Officers Law, it shall be the duty of the State to pay reasonable attorneys' fees and litigation expenses incurred by or on behalf of an employee in his/her defense of a criminal proceeding in a State or Federal court arising out of any act which occurred while such employee was acting within the scope of his/her public employment or duties upon his/her acquittal or upon the dismissal of the criminal charges against him/her or reasonable attorneys' fees incurred in connection with an appearance before a grand jury which returns no true bill against the employee where such appearance was required as a result of any act which occurred while such employee was acting within the scope of his/her public employment or duties unless such appearance occurs in the normal course of the public employment or duties of such employee.

Upon the application for reimbursement for reasonable attorneys' fees or litigation expenses, or both, made by or on behalf of an employee as hereinbefore provided, the Attorney General shall determine, based upon his investigation and his review of the facts and circumstances, whether such reimbursement shall be paid. The Attorney General shall notify the employee in writing of such determination. Upon determining that such reimbursement should be provided, the Attorney General shall so certify to the Comptroller. Upon such certification, reimbursement shall be made for such fees or expenses, or both, upon the audit and warrant of the Comptroller. Any dispute with regard to entitlement to reimbursement or the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by a court of competent jurisdiction upon appropriate motion or by way of a special proceeding.

Reimbursement of reasonable attorneys' fees or litigation expenses, or both, by the State as prescribed by this Section shall be conditioned upon (1) 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 a written request for reimbursement of expenses together with, in the case of a criminal proceeding, the original or a copy of an accusatory instrument within 10 days after he/she is arraigned upon such instrument or, in the case of a grand jury appearance, written documentation of evidence of such appearance and (2) the full cooperation of the employee in defense of any action or proceeding against the State based upon the same act, and in the prosecution of any appeal.

— ARTICLE 38 —
OVERTIME MEAL ALLOWANCES

38.1 Overtime meal allowances shall be paid, subject to rules and regulations of the Comptroller, to employees when it is necessary and in the best interest of the State for such employees to work at least three hours overtime on a regular working day or at least six hours overtime on other than a regular working day. Employees working at least six hours overtime on a regular working day or at least nine hours overtime on other than a regular working day shall receive two overtime meal allowances.

38.2 The overtime meal allowance for employees in this unit shall be $6.00.

38.3 Part-time employees shall be eligible for payment of an overtime meal allowance when they meet all other eligibility criteria for such payment and, on either a regularly scheduled workday or a day other than a regularly scheduled workday, work the same number of hours as a full-time employee would be required to work on such day to be eligible for payment of an overtime meal allowance.

— ARTICLE 39 —
CLINICAL PRIVILEGING AND CREDENTIALING

No plan for "clinical privileging" or "credentialing" established by any department, agency or institution shall contain any provision that conflicts with any Article or Section of this Agreement.

— ARTICLE 40 —
CREDIT UNION SPACE

The State agrees to grant to credit unions of State employees occupying space in office buildings of the State on April 1, 1973 the use of their existing space without rental or other charge during the continuance of their services as such credit union and during the State's occupancy of the building, subject to their compliance with all appropriate rules and requirements of the building operation and maintenance. In consideration of said continuance of existing occupancy by credit unions, PEF expressly agrees that no claim by any credit union or other organization of State employees for any additional space under the jurisdiction or control of the State, except relocations of such credit unions to equivalent space in other State-owned buildings, shall hereafter constitute a term or condition of employment under any agreement between PEF and the State pursuant to Article 14 of the Civil Service Law.

— ARTICLE 41 —
PAYROLL

41.1 Computation on 10-day Basis

Employees' salary payments will continue to be calculated on an appropriate 10 working day basis.

41.2 Delivery and Dating of Checks

(a) Paychecks issued to employees paid from the "institutional payroll" will be dated and, absent unavoidable circumstances, delivered no later than the Thursday following the end of the payroll period.

(b) Paychecks issued to employees paid from the "administrative payroll" will be dated and, absent unavoidable circumstances, delivered no later than the Wednesday of the end of the payroll period.

(c) All employees hired after ratification of this Agreement shall receive salary payments through electronic funds transfer.

41.3 Deductions for Employee Credit Unions

(a) The State will continue to deduct from the salary of an employee an amount authorized in writing by such employee, within the minimum and maximum amounts to be specified by the Comptroller, for payments to bona fide credit unions for appropriate purposes and to transmit the sum so deducted to such credit unions. Any such written authorization may be withdrawn by such employee at any time upon filing of written notice of such withdrawal with the Comptroller. Such deductions shall be in accordance with rules and regulations of the Comptroller not inconsistent with the law as may be necessary for the exercise of their authority under this Section.

(b) Such rules and regulations may include requirements insuring that computations and other appropriate clerical work shall be performed by the credit union, limiting the frequency of changes in the amount of payroll deductions, indemnifying the State and establishing minimum membership standards so that payroll deductions are practicable and feasible.

41.4 The State will continue to provide the salary and deduction information on payroll statements to employees paid through the machine payroll procedure as is provided at the time of the execution of this Agreement.

— ARTICLE 42 —
CAREER MOBILITY OFFICE

42.1 The Director of the Office of Employee Relations and the President of PEF shall each appoint three designees to serve on the Advisory Board of the Career Mobility Office (CMO). The CMO Advisory Board shall meet quarterly to review activities of the CMO and provide feedback regarding the scope and utility of services delivered by the CMO.

42.2 The CMO shall be funded in the amount of $260,000 each year in order to fund programs and staffing of the CMO. Such funding is already contained within the Article 14 appropriation and shall be transferred to the CMO at the beginning of each fiscal year covered by this Agreement.

— ARTICLE 43 —
PRINTING OF AGREEMENT

The State shall determine the need for printing and furnishing copies of this Agreement to representatives of management. PEF shall determine the need for printing and furnishing copies of this Agreement to members of the PS&T bargaining unit. The cost of such printing shall be borne by the party choosing to print the Agreement. Within 60 days of ratification, the State and PEF shall also each publish a searchable electronic copy of this Agreement on their respective websites so that it is easily accessible to members of the PS&T bargaining unit and representatives of management.

— ARTICLE 44 —
JOINT COMMITTEE ON NURSING AND INSTITUTIONAL ISSUES

44.1 The State and PEF shall establish a Joint Committee on Nursing and Institutional Issues to study and make recommendations on matters of mutual interest with regard to problems and issues facing nursing and other professional employees in institutional settings.

44.2 The Joint Committee on Nursing and Institutional Issues shall consist of three designees of the Director of the Office of Employee Relations and three designees of the President of PEF. The Committee shall meet at least quarterly. The Committee shall establish by agreement such operating procedures as it deems necessary to conduct its activities. In the case of a failure of the Committee to reach agreement on any matter, such matter shall be referred to the Professional Development and Quality of Working Life Coordinating Committee for resolution.

44.3 The Joint Committee on Nursing and Institutional Issues shall use such funds as are made available to it by the Professional Development and Quality of Working Life Coordinating Committee to undertake such activities as it mutually agrees to.

— ARTICLE 45 —
BENEFITS GUARANTEED

With respect to matters not covered by this Agreement, the State 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 PEF; and, when appropriate, without negotiations with PEF; provided, however, that this Agreement shall be construed consistently with the free exercise of rights reserved to the State by the Management Rights Article of this Agreement.

— ARTICLE 46 —
JOINT COMMITTEE ON LAW ENFORCEMENT ISSUES

46.1 The State and PEF shall establish a Joint Committee on Law Enforcement Issues to study and make recommendations on matters of mutual interest with regard to problems and issues facing PS&T Unit employees whose duties include law enforcement functions.

46.2 The Joint Committee on Law Enforcement Issues shall consist of three designees of the Director of the Office of Employee Relations and three designees of the President of PEF. The Committee shall meet at least quarterly, unless the parties agree to meet less frequently. The Committee shall establish by agreement such operating procedures as it deems necessary to conduct its activities. In the case of a failure of the Committee to reach agreement on any matter, such matter shall be referred to the Professional Development and Quality of Working Life Coordinating Committee for resolution.

46.3 The Joint Committee on Law Enforcement Issues shall use such funds as are made available to it by the Professional Development and Quality of Working Life Coordinating Committee to undertake such activities as it mutually agrees to.

— ARTICLE 47 —
CONCLUSION OF COLLECTIVE NEGOTIATIONS

This Agreement is the entire agreement between the State and PEF, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. 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.

— ARTICLE 48 —
SEVERABILITY

In the event that any Article, Section or portion of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction or shall have the effect of loss to the State of funds made available through Federal law, then such specific Article, Section or portion specified in such decision or having such effect shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a decision or the issuance of a ruling having such effect of loss of Federal funds, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such Article, Section or portion of this Agreement involved. The parties agree to use their best efforts to contest any such loss of Federal funds which may be threatened. In the event that the Legislature fails to implement Sections 7.1 through 7.6 any or all Articles may be reopened at the option of PEF or the State, and renegotiated. In the event that any other Article, Section or portion of this Agreement fails to be implemented by the Legislature, then in that event, such Article, Section or portion may be reopened by PEF or the State and renegotiated. During the course of any reopened negotiations any provision of this Agreement not affected by such reopener shall remain in full force and effect.

— ARTICLE 49 —
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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

— ARTICLE 50 —
DURATION OF AGREEMENT

The term of this Agreement shall be from April 2, 2023 through April 1, 2026. This Agreement, including all Side Letters and Appendices will be effective beginning of business the day of ratification of this Agreement by employees in the PS&T Unit, except as expressly specified otherwise in this Agreement and/or all Side Letters and Appendices.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on June 6, 2023.

THE EXECUTIVE BRANCH OF THE STATE OF NEW YORK

Joseph M. Bress
Chief Negotiator

Michael N. Volforte
Director, OER

Negotiating Team

Richard R. Ahl, OER
Melinda Beyer, DCS
Abbie Ferreira, OER
Kerri Harney, DOB
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Matthew Schultz, DOB
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Daniel Yanulavich, DCS

THE PUBLIC EMPLOYEES FEDERATION, AFL-CIO

Wayne Spence
President

Joseph Donahue
Secretary-Treasurer

Sharon DeSilva
Vice-President

Randi DiAntonio
Vice-President

Mark Richard
Chief Negotiator

Darlene Williams
Negotiating Team Chair and Vice-President

Debra Greenberg
Director of Contract Administration

Vincent Pitta
Special Consultant

Negotiating Team

Scarlett Ahmed
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Jeanette Santos
Cynthia Walker
Ed Aluck, Associate Counsel
Marci Chadwick, Team Recorder
Ricardo Cruz, Director of Field Services
Erika Frasier, Health Benefits Specialist
Ben Traslavina, Associate Counsel

APPENDIX I – SALARY SCHEDULES

PS&T SALARY SCHEDULE

EFFECTIVE March 30, 2023 (ADMIN)

EFFECTIVE April 6, 2023 (INST)

SG	HIRING RATE	RATE	ADVANCE AMOUNT	JOB RATE ADVANCE
1	$25,991	$33,537	$1,079	$1,072
2	$26,977	$34,894	$1,131	$1,131
3	$28,298	$36,595	$1,186	$1,181
4	$29,567	$38,300	$1,244	$1,269
5	$30,969	$40,127	$1,309	$1,304
6	$32,628	$42,251	$1,374	$1,379
7	$34,460	$44,531	$1,430	$1,491
8	$36,357	$46,886	$1,481	$1,643
9	$38,383	$49,405	$1,535	$1,812
10	$40,559	$52,146	$1,603	$1,969
11	$42,883	$55,093	$1,707	$1,968
12	$45,289	$58,016	$1,765	$2,137
13	$47,925	$61,330	$1,836	$2,389
14	$50,678	$64,693	$1,961	$2,249
15	$53,546	$68,269	$2,034	$2,519
16	$56,550	$71,979	$2,112	$2,757
17	$59,724	$76,029	$2,212	$3,033
18	$63,108	$80,248	$2,167	$4,138
19	$66,527	$84,496	$2,257	$4,427
20	$69,934	$88,721	$2,352	$4,675
21	$73,641	$93,374	$2,455	$5,003
22	$77,600	$98,252	$2,557	$5,310
23	$81,705	$103,350	$2,663	$5,667
24	$86,057	$108,638	$2,766	$5,985
25	$90,806	$114,444	$2,884	$6,334
26	$95,588	$117,825	$3,001	$4,231
27	$100,761	$124,107	$3,159	$4,392
28	$106,068	$130,270	$3,282	$4,510
29	$111,627	$136,714	$3,408	$4,639
30	$117,460	$143,423	$3,534	$4,759
31	$123,721	$150,612	$3,666	$4,895
32	$130,299	$158,054	$3,789	$5,021
33	$137,387	$166,013	$3,914	$5,142
34	$144,706	$174,283	$4,050	$5,277
35	$152,207	$182,697	$4,180	$5,410
36	$159,856	$191,352	$4,324	$5,552
37	$168,247	$200,683	$4,459	$5,682
38	$156,967			

PS&T SALARY SCHEDULE

EFFECTIVE March 28, 2024 (ADMIN)

EFFECTIVE April 4, 2024 (INST)

SG	HIRING RATE	JOB RATE	ADVANCE AMOUNT	JOB RATE ADVANCE
1	$26,771	$34,540	$1,112	$1,097
2	$27,786	$35,942	$1,165	$1,166
3	$29,147	$37,692	$1,222	$1,213
4	$30,454	$39,450	$1,282	$1,304
5	$31,898	$41,328	$1,349	$1,336
6	$33,607	$43,521	$1,415	$1,424
7	$35,494	$45,864	$1,473	$1,532
8	$37,448	$48,294	$1,525	$1,696
9	$39,534	$50,884	$1,581	$1,864
10	$41,776	$53,708	$1,651	$2,026
11	$44,169	$56,743	$1,758	$2,026
12	$46,648	$59,757	$1,818	$2,201
13	$49,363	$63,169	$1,891	$2,460
14	$52,198	$66,634	$2,020	$2,316
15	$55,152	$70,317	$2,095	$2,595
16	$58,247	$74,135	$2,175	$2,838
17	$61,516	$78,307	$2,278	$3,123
18	$65,001	$82,656	$2,232	$4,263
19	$68,523	$87,032	$2,325	$4,559
20	$72,032	$91,381	$2,422	$4,817
21	$75,850	$96,173	$2,528	$5,155
22	$79,928	$101,197	$2,634	$5,465
23	$84,156	$106,454	$2,743	$5,840
24	$88,639	$111,897	$2,849	$6,164
25	$93,530	$117,875	$2,970	$6,525
26	$98,456	$121,360	$3,091	$4,358
27	$103,784	$127,830	$3,254	$4,522
28	$109,250	$134,178	$3,380	$4,648
29	$114,976	$140,815	$3,510	$4,779
30	$120,984	$147,726	$3,640	$4,902
31	$127,433	$155,130	$3,776	$5,041
32	$134,208	$162,796	$3,903	$5,170
33	$141,509	$170,993	$4,032	$5,292
34	$149,047	$179,511	$4,171	$5,438
35	$156,773	$188,178	$4,306	$5,569
36	$164,652	$197,093	$4,454	$5,717
37	$173,294	$206,703	$4,593	$5,851
38	$161,676			

PS&T SALARY SCHEDULE

EFFECTIVE March 27, 2025 (ADMIN)

EFFECTIVE April 3, 2025 (INST)

SG	HIRING RATE	JOB RATE	ADVANCE AMOUNT	JOB RATE ADVANCE
1	$27,574	$35,574	$1,145	$1,130
2	$28,620	$37,022	$1,200	$1,202
3	$30,021	$38,823	$1,259	$1,248
4	$31,368	$40,635	$1,320	$1,347
5	$32,855	$42,565	$1,389	$1,376
6	$34,615	$44,828	$1,457	$1,471
7	$36,559	$47,237	$1,517	$1,576
8	$38,571	$49,743	$1,571	$1,746
9	$40,720	$52,413	$1,628	$1,925
10	$43,029	$55,322	$1,700	$2,093
11	$45,494	$58,447	$1,811	$2,087
12	$48,047	$61,548	$1,873	$2,263
13	$50,844	$65,061	$1,947	$2,535
14	$53,764	$68,630	$2,081	$2,380
15	$56,807	$72,429	$2,157	$2,680
16	$59,994	$76,359	$2,240	$2,925
17	$63,361	$80,655	$2,347	$3,212
18	$66,951	$85,138	$2,299	$4,393
19	$70,579	$89,645	$2,394	$4,702
20	$74,193	$94,121	$2,495	$4,958
21	$78,126	$99,056	$2,604	$5,306
22	$82,326	$104,230	$2,713	$5,626
23	$86,681	$109,650	$2,825	$6,019
24	$91,298	$115,252	$2,934	$6,350
25	$96,336	$121,413	$3,060	$6,717
26	$101,410	$125,001	$3,184	$4,487
27	$106,898	$131,665	$3,352	$4,655
28	$112,528	$138,203	$3,482	$4,783
29	$118,425	$145,039	$3,616	$4,918
30	$124,614	$152,158	$3,749	$5,050
31	$131,256	$159,784	$3,889	$5,194
32	$138,234	$167,680	$4,020	$5,326
33	$145,754	$176,123	$4,153	$5,451
34	$153,518	$184,896	$4,296	$5,602
35	$161,476	$193,823	$4,435	$5,737
36	$169,592	$203,006	$4,588	$5,886
37	$178,493	$212,904	$4,730	$6,031
38	$166,526			

APPENDIX II — Side Agreements

MEMORANDUM OF INTERPRETATION
BETWEEN
THE STATE OF NEW YORK
AND
THE PUBLIC EMPLOYEES FEDERATION
CONCERNING
SEASONAL EMPLOYEES

1. The following provisions of the 2023-2026 Agreement between the State and the Public Employees Federation, AFL-CIO representing employees in the Professional, Scientific and Technical Services Unit shall, to the extent they are applicable, be applied to employees in that unit in positions designated as "seasonal" positions:

Article No.	Article
	Bill of Rights
1	Recognition
2	Statement of Policy and Purpose
3	Unchallenged Representation
4.1-4.5	Employee Organization Rights
5	Management Rights
6	No Strikes
8	Travel
9	Health Insurance
10	Work-Life Service Programs
11	Accidental Death Benefit
12.4	Vacation Credit Accumulation
12.5	Additional Vacation Credit
12.7	Vacation Use
12.8	Sick Leave Accumulation
12.9	Use of Sick Leave
12.10	Personal Leave Accumulation
12.11	Use of Personal Leave
12.12	Accounting of Time Accruals
12.13	Absence-Extraordinary Circumstances
12.14	Tardiness for Members of Volunteer Fire Departments, Volunteer Ambulance Services and Enrolled Civil Defense and Civil Air Patrol Volunteers
12.18	Leave for Bereavement or Family Illness
14	Professional Development and Quality of Working Life Coordinating Committee
15	Professional Development Committee
18	Health and Safety
19	Parking
20	Review of Personal History Folder
21	Deficit Reduction Leave/Workforce Limitation Language
22	Protection of Employees
24	Labor/Management Committee Process
26	Institution Teachers
27	Reimbursement for Property Damage
28	Distribution of Directives, Bulletins or Instructions
29	Emergency First Aid

30 Verification of Doctor's Statement
32.5 Workweek and Workday
33 Discipline
34 Grievance and Arbitration
35 Resignation
36 No Discrimination
37 Indemnification
38 Overtime Meal Allowances
39 Clinical Privileging and Credentialing
40 Credit Union Space
41.3 & 41.4 Payroll
42 Career Mobility Office
43 Printing of Agreement
45 Benefits Guaranteed
47 Conclusion of Collective Negotiations
48 Severability
49 Approval of Legislature
50 Duration of Agreement

2. Compensation

A. Salary Increases

Salary Increase for Fiscal Year 2023-2024

1. Effective on March 30, 2023 for employees on the administrative payroll and April 6, 2023 for employees on the institutional payroll, the basic annual salary of employees in employment status on March 29, 2023 and April 5, 2023, respectively, shall be increased by three (3) percent.

2. Seasonal employees not on the payroll on March 29, 2023 or April 5, 2023 as appropriate, but who were employed on a seasonal basis in fiscal year 2022-2023 and became reemployed during the 2023-2024 fiscal year, will be eligible for an increase of three (3) percent effective on March 30, 2023 for employees on the administrative payroll and April 6, 2023 for employees on the institutional payroll or the date of hire, whichever is later.

Salary Increase for Fiscal Year 2024-2025

1. Effective on March 28, 2024 for employees on the administrative payroll and April 4, 2024 for employees on the institutional payroll, the basic annual salary of employees in employment status on March 27, 2024 and April 3, 2024, respectively, shall be increased by three (3) percent.

2. Seasonal employees not on the payroll on March 27, 2024 or April 3, 2024, as appropriate, but who were employed on a seasonal basis in fiscal year 2023-2024 and become reemployed during the 2024-2025 fiscal year, will be eligible for an increase of three (3) percent effective on March 28, 2024 for employees on the administrative payroll and April 4, 2024, for employees on the institutional payroll or the date of hire, whichever is later.

Salary Increase for Fiscal Year 2025-2026

1. Effective on March 27, 2025 for employees on the administrative payroll and April 3, 2025 for employees on the institutional payroll, the basic annual salary of employees in employment status on March 26, 2025 and April 2, 2025, respectively, shall be increased by three (3) percent.

2. Seasonal employees not on the payroll on March 26, 2025 or April 2, 2025, as appropriate, but who were employed on a seasonal basis in fiscal year 2024-2025 and become reemployed during the 2025-2026 fiscal year, will be eligible for an increase of three (3) percent effective on March 27, 2025 for employees on the administrative payroll and April 3, 2025 for employees on the institutional payroll or the date of hire, whichever is later.

B. Effect of Minimum Wage Level

If during the term of this Agreement the rate of compensation of any employee in a seasonal position is increased at the discretion of the Director of the Budget for the purpose of making such rate equal to the Federal minimum wage level, the provisions of Paragraphs A above shall be applied to such seasonal employee in the following manner:

1. The seasonal employee's rate of compensation shall remain at the adjusted rate established by the Director of the Budget from the effective date established by the Director of the Budget until the date of the next general salary increase provided for in Paragraph A.

2 Effective on the effective date of the next general salary increase provided for in Paragraph A such employee's rate of compensation shall be either the adjusted rate established by the Director of the Budget; or his/her rate prior to the adjustment, increased by the percentage provided for in the applicable paragraph, whichever is higher.

C. Inconvenience Pay and Locational Compensation

Effective April 2, 2007, seasonal employees are eligible for inconvenience pay and location compensation as provided in Article 7.13.

D. Hourly and Per Diem

All of the above provisions shall apply on a pro rata basis to seasonal employees paid on an hourly or per diem basis or on any basis other than at an annual rate, or to seasonal employees paid on a part-time basis. The above provisions shall not apply to seasonal employees paid on a fee schedule.

3. Holiday Compensation

(a) A seasonal employee not covered by the Attendance Rules who is regularly employed on a 37½ or 40 hour per week basis who works at least 25 days during the season will be entitled to additional compensation at his/her hourly rate, up to a maximum of eight hours, for time worked on each of the first three (3) days during his/her 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 shall be paid retroactive upon completion of five weeks of work.

(b) A seasonal employee not covered by the Attendance Rules who is regularly employed on a 37½ or 40 hour per week basis who works at least 25 days during the season and who has been so employed at least one of the two consecutive seasonal periods (4/1 to 9/30 and 10/1 to 3/31) immediately preceding the current seasonal period will be entitled to additional compensation at his/her hourly rate up to a maximum of eight hours for time worked on days during their employment in the current seasonal period which are observed as holidays by the State. Such compensation should be paid retroactively upon completion of five weeks work.

(c) A seasonal employee who is entitled to time off with pay on days observed as holidays by the State as an employer and who has been scheduled or directed to work will receive additional compensation for time worked on such days.

4. Workers' Compensation Leave with Pay

A seasonal employee covered by the Attendance Rules shall be covered by Article 13 of the State/PEF Agreement.

For the State:	For PEF:
Michael Volforte	Wayne Spence
Director	President
Office of Employee Relations	Public Employees Federation

Date: June 6, 2023

June 6, 2023

Mr. Wayne Spence
President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will continue the agreement reached during the course of negotiation of the 1988-91 State/PEF Agreement concerning Employee Organization Rights, Article 4, Section 4.6 of the Agreement.

Section 4.6 stipulates that the State will provide PEF with certain information on employees. The State agrees to provide PEF with any additional payroll data as is generally provided to employee organizations representing State employees.

Sincerely,

Michael Volforte
Director
Office of Employee Relations

Countersigned for PEF:

Wayne Spence
President
Public Employees Federation

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF NEW YORK
("THE STATE")
AND
THE PUBLIC EMPLOYEES FEDERATION, AFL-CIO
("PEF")
CONCERNING
HOUSING AND MEAL CHARGES

This Memorandum of Understanding is entered into between the State of New York and PEF for the purpose of clarifying rules governing the determination of rates employees will pay for housing and meals provided by the State. The provisions of this Memorandum of Understanding supersede and replace any provisions of the State/PEF Agreement that are affected by the provisions herein.

The parties agree that rates employees pay for housing and meals provided by the State shall be governed by Item B-300, "Employee Maintenance Policy and Charge Schedule," of the Budget Policy and Reporting Manual to be revised on March 31, 2008.

Pursuant to the agreement reached during the course of negotiation of the 1985-88 State/PEF Agreement, the parties hereto have met and have discharged their commitment to develop an indexing formula to adjust rates employees pay for State-provided meals and housing.

Accordingly, commencing on April 1, 2009, and effective each April 1, thereafter, the rate employees pay for meals and housing provided by the State in effect on the immediately preceding March 31 shall be adjusted by the following:

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

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

From the effective date of this Memorandum of Understanding henceforth, the appropriateness of the above indices shall be subject to review one time during the term of each successor agreement to the 1988-91 Agreement, upon the request of either party.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation
Date: June 6, 2023	Date: June 6, 2023

MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF NEW YORK
AND
THE PUBLIC EMPLOYEES FEDERATION, AFL-CIO
CONCERNING
PARKING FEES

1) In accordance with the provisions of Article 19, Section 19.3 of the 1988-91 Agreement between the State and PEF, the Executive Branch of the State of New York (hereinafter "the State") and the Public Employees Federation, AFL-CIO (hereinafter "PEF"), hereby enter into this agreement concerning the fees for parking by employees in parking facilities operated in and around Albany by the Office of General Services, Bureau of Parking Services. (See attachment of list of facilities currently in operation.)

In the event that new parking facilities not currently provided by the State are provided under the auspices of the Bureau of Parking Services, these fee schedules will apply.

2) This Memorandum of Agreement shall be effective as of the date of its execution and shall remain in effect until or unless it is superseded by a successor agreement between the parties.

3) The monthly fees for employee parking at each of the parking facilities covered by this Agreement shall continue as follows unless modified by terms of this Memorandum or by other agreements to provide additional parking space that affect these rates:

Surface Parking	$ 7.00
Covered Parking	$ 14.00
Covered/Reserved Parking	$ 28.00

4) In the final quarter of each fiscal year of this Agreement, the State shall establish a fee schedule to be in effect in the next fiscal year, and when supplemented by net visitor revenue will recover the operating costs of employee parking, which includes maintenance and rehabilitation and any centralized services fund accrued deficit attributable to the Bureau of Parking Services.

In no event, however, will the total fee schedule increase more than $1 for surface parking, $2 for covered parking and $4 for covered reserved parking in any fiscal year due to the above.

This cap on annual fee increases shall continue in effect through the fiscal year ending March 31, 1991.

5) Should the parking fee schedule be amended, successive rate changes will be effective on April 1 of each year, or on another date mutually agreed to by the parties. The amended fee schedules shall continue the same proportions as established above between the fees for surface, covered and covered/reserved parking.

6) Should any new parking facilities be constructed by the Bureau of Parking Services, the parking fees shall, if necessary be increased over and above any increase required under Sections 4 and 5 above. Such new fees may apply to all existing Bureau of Parking Services facilities. If it is necessary to finance construction of new facilities from the General Fund, parking fee increases will be designed to recoup such loans. No such facility construction or associated fee increase shall occur, however, except pursuant to a written agreement between the parties for the specific facility proposed.

7) The State shall continue to provide PEF a quarterly report of expenses and revenues of the Bureau of Parking Management in the Centralized Services Fund.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation
Date: June 6, 2023	Date: June 6, 2023

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

Effective upon ratification of the 2023-2026 State/PEF Agreement ("Agreement"), the Public Employees Federation (PEF) has the right to reopen negotiations during the term of the Agreement only with sole respect to general salary increases in state fiscal years 2023-2024, 2024-2025, and 2025-2026 if, on or after the date of ratification, any other state bargaining unit negotiates and ratifies a general salary increase exceeding 3.0% in any one of these fiscal years. This right is conditioned on taking into account the overall value of compensation increases for PEF members during the term of the State/PEF Agreement and the value of any concessions obtained by the State contained in the collective bargaining agreement used as justification by PEF to demand reopening.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

Memorandum of Agreement (MOA)
Between
The Public Employees Federation, AFL-CIO (PEF)
And the State of New York (State)
Concerning Enhanced Supplemental Compensation
Under Article 13 of the State/PEF Agreement

The parties hereby agree to the following enhancements to Article 13 of the PEF/State Agreement (CBA) as follows:

1. There shall be an enhanced supplemental benefit under Article 13.3(b) of the CBA to qualified employees.
2. A qualified employee shall mean an employee of the New York State Department of Corrections and Community Supervision (DOCCS) in the title of Parole Officer, Senior Parole Officer or Parole Revocation Specialist 1 or 2, including all parentheticals, who meets the criteria for the supplemental benefit pursuant to Article 13.3(b) of the CBA.
3. A qualified employee shall be entitled to the enhanced supplemental benefit when such employee is necessarily absent from duty because of occupational injury or disease as defined in the Workers' Compensation Law.
4. Such qualified employee's enhanced supplemental benefit shall be leave from his/her position for the period of the employee's absence necessitated by such injury or disease at full pay without charge to leave credits for a period not exceeding cumulatively three months. The total payment provided when on leave without charge to accruals will be 100% of the employee's pre-disability net wages.
5. Thereafter, the employee's supplemental benefits for the cumulative period between four and nine months of absence shall be in accordance with Article 13.3(b), unless the employee elects to charge accruals for months four through six below, in which case the supplemental benefits for months seven through nine shall be in accordance with Article 13.3(b).
6. A qualified employee may elect to draw accrued leave credits for part or all of his/her absence from duty after being granted such leave with pay under paragraph 4 subject to a 3 month cap on the use of such accruals.
7. An employee who draws leave credits as provided in paragraph 6 shall be entitled to full restoration of such credits as are used for full day absences during a period of absence for

which an award of compensation has been made and credited to the State as reimbursement of wages paid. There is no restoration of leave accruals for partial day absences.

8. 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 three months.
9. In all other respects, the employee shall be entitled to all the benefits of Article 13. Where the MOA is silent on a subject, the provisions of Article 13 of the CBA shall apply. Nothing in the MOA shall be construed to diminish the benefits provided by statute or Article 13 of the CBA.
10. The State and PEF agree to create a standing Joint Committee on Workers' Compensation. The Committee shall consist of an equal number of representatives selected by PEF and an equal number of representatives selected by the State. The Joint Committee on Workers' Compensation shall use such funds as are made available to it by the Professional Development and Quality of Working Life Coordinating Committee to undertake such activities as it mutually agrees to, including but not limited to expanding this MOU to additional PEF-represented titles. The State shall supply the Committee with usage data every six months.
11. This MOA will be effective for injuries occurring from April 1, 2023 through April 1, 2026. The MOA can be renewed by written agreement of the parties.
12. The parties shall meet during the term of the MOA to review any issues associated with the implementation of the MOA and the utilization of the benefit provided.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation
Dated: June 6, 2023	Dated: June 6, 2023

Memorandum of Agreement (MOA)
Between
The Public Employees Federation, AFL-CIO (PEF)
And the State of New York (State)
Concerning a Pilot Program for Virtual Article 33 Interrogations, Meetings and Hearings and for Expedited Probable Cause Review Under Article 33 of the PEF/State Agreement

The parties hereby agree to the following pilot procedures regarding Article 33 of the PEF/State Agreement:

I. Expedited Suspension Review.

For only those suspensions without pay under Article 33 that are not cases subject to the jurisdiction of the Select Panel of Arbitrators as set forth in Article 33.5(f)(6) or cases where the employee is charged with the commission of a crime, the following review process may be invoked in lieu of, but not in addition to, the suspension review set forth in Article 33.4(c)(3). The suspension review set forth in Article 33.4(c)(3) may still be elected instead of the pilot review procedure set forth below:

(1) Within five (5) business days of an employee's suspension or UNION's receipt of the notice of discipline (NOD), the UNION may request that the Article 34 "triage" arbitrator review, as quickly as can be scheduled, the reasons for the suspension to see if such suspension should be initially upheld and continue.

(2) For purposes of such review, the "triage" arbitrator shall accept as true the contents of the NOD and shall limit review to the reasons the suspension does or does not meet the contractual standard.

(3) To request such a review, UNION shall email the "triage" arbitrator (copying the Employer's representative and OER), advising of its request and attaching a copy of the notice of suspension and a copy of the NOD (where issued). If no NOD has been issued, the arbitrator shall be emailed a copy of the NOD by the Employer upon issuance.

(4) Within five (5) business days of UNION's request for a review, the employer's representative and UNION shall each email to the arbitrator a statement of no more than two (2) pages, stating their position as to whether or not the contractual standard has been met. The opposing party and OER shall be copied on the submission.

(5) At the next scheduled contract "triage" session after receipt of such request for review or as soon thereafter as is practicable, the arbitrator shall review the documents and the arguments of the parties. If the arbitrator feels the need to hear from the employer and UNION, the arbitrator may hold a conference call or meeting with both sides. The arbitrator shall render a short email decision to the parties stating that probable cause for the suspension under Article 33 has, or has not, been met.

(6) Where the arbitrator determines that probable cause has not been met, the employee will be restored to the payroll or have leave credits restored, as the case may be, retroactive to the date of suspension.

(7) Nothing herein shall restrict the authority of the Article 33 arbitrator who hears a NOD from deciding guilt or innocence of an employee and, if guilty, what the appropriate penalty may be. The Article 33 arbitrator shall simply be informed that the individual is suspended without pay or is not suspended without pay.

(8) In cases where the "triage" arbitrator determines that there was probable cause for the suspension, nothing herein shall restrict the disciplinary arbitrator from determining, at the conclusion of the case and after all evidence has been considered, whether there was probable cause for the suspension.

(9) In cases where the "triage" arbitrator determines there was not probable cause for the suspension, the Article 33 arbitrator who hears the NOD shall not be authorized to consider the lack of a suspension in determining an appropriate penalty.

II. Hybrid Virtual Disciplinary Hearings

(a) The State shall have the right to determine whether an interrogation will occur via teleconference, videoconference or in person.

(b) With respect to agency level meetings, the parties agree that either party has the right to require that such meetings occur via teleconference or videoconference.

(c) With respect to disciplinary arbitrations, either party may require that such hearings occur via videoconference, subject to planning with the appointed arbitrator.

(d) Whether a witness appears at an in-person hearing via teleconference or videoconference shall be determined solely by the appointed arbitrator absent the consent of both parties.

(e) Nothing herein shall restrict the ability of the employee and his/her representative(s) from appearing together at the same location for any of the proceedings referenced in paragraphs (a) through (c) above.

III. The parties hereby establish a labor/management committee to address any issues arising out of the implementation of this MOA, including, but not limited to, the impact upon the time and attention of the "triage" arbitrator.

IV. This pilot program began upon ratification of the State/PEF 2019-2023 Agreement and will terminate on March 31, 2026 unless renewed by mutual agreement of the parties. Notwithstanding the termination date, the expedited suspension review procedures herein shall be available for any suspensions implemented on or prior to March 31, 2026 and the provisions for virtual hearings shall be applicable to any NOD issued on or before March 31, 2026. The parties agree that if this pilot is not extended by mutual agreement both parties reserve their rights to make arguments in any appropriate forum regarding whether the employer can require participation in virtual proceedings covered by Section II above.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation
Dated: June 6, 2023	Dated: June 6, 2023

June 6, 2023

Dear Mr. Spence:

This letter confirms our understandings during negotiation of the 2023-2026 State/PEF Agreement regarding temporary modification of the Annual Leave cap contained in Article 12.4 of the Agreement.

As a result of the COVID-19 emergency, we had agreed outside of contract negotiations that employees could carry excess accruals that would have been otherwise forfeited on April 1, 2020, April 1, 2021, April 1, 2022 and April 1, 2023 through December 31, 2023. Vacation credits earned on or after April 1, 2023 that would normally be subject to the April 1, 2024 cap contained in Article 12.4(c) of the Agreement were not subject to these prior special agreements necessitated by COVID-19.

As of January 1, 2024 any excess vacation credits set to expire under the terms of our prior emergency agreements shall expire.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter confirms the understandings reached by the parties during negotiations of the 2023-2026 State/PEF Agreement regarding establishing a Paid Parental Leave benefit.

Effective April 2, 2023, Paid Parental Leave will become available to any gestational, non-gestational, adoptive, or foster parent in the Professional, Scientific and Technical Services Unit, including the Roswell Park Cancer Institute, the School for the Deaf and School for the Blind, who meets certain eligibility criteria. All other childcare leave benefits, including sick leave accruals, family sick leave benefits, and Family Medical Leave Act (FMLA) remain unchanged and available for use when applicable. Employees who have a qualifying event prior to ratification, at their option, will be made whole for time charged to leave accruals or time taken off the payroll on or after the effective date and within seven months of the qualifying event.

All employees of the unit who work full-time or who work at least 50% part-time are eligible for this benefit. Such employees are eligible beginning after six months of State service. The work percentage that will determine the compensation under the benefit will be determined by a six month look back before the date the leave commences. For purposes of the six-month eligibility criteria and the six-month look back for work percentage, employees who work on a ten-month schedule will not be considered to have a break in service for the purposes of these six-month calculations. (For example, an employee who works a ten-month schedule who began employment on May 1 and worked through June 30 and had the summer off and then resumed work for the schoolyear on September 1, would be eligible on January 1; and the work percentage would be based on the applicable months in this six-month period.)

Employees may take leave with pay for up to 12 weeks for each qualifying event, defined as the birth of a child or placement of a child for adoption or foster care. Paid Parental Leave is available for use once every 12-month period. A qualifying event begins the 12-month period. Paid Parental Leave may begin on the date of birth, the day of adoption or foster care placement or anytime thereafter within seven months. An employee's ability to use Paid Parental Leave ends seven months from the date of the qualifying event. If a qualifying event occurred within seven months before the effective date of this Paid Parental Leave benefit, an employee may use Paid Parental Leave, however the employee's use of Paid Parental Leave must end within seven months of the qualifying event.

Paid Parental Leave may be used in combination with all other paid and unpaid childcare leave

benefits. Usage of accruals cannot run concurrently with Paid Parental Leave and may be taken at appropriate time in addition to Paid Parental Leave.

If both parents are employed by a State agency in a unit that has agreed to or is covered by this leave, both parents may use Paid Parental Leave even if they work for the same appointing authority.

Paid Parental Leave cannot be used intermittently and must be taken in a block of time. Employees do not have to take the full 12 weeks, but once they return from Paid Parental Leave, they can no longer use this leave.

For attendance and leave purposes, employees are deemed to be in leave without pay status while on Paid Parental Leave. They do not earn biweekly leave accruals or observe holidays, nor do they receive personal leave or vacation bonus days if their anniversary dates fall while they are using Paid Parental Leave. In such cases, the personal leave anniversary date changes to the date of return to work and the employee receives personal leave on the adjusted anniversary date. The vacation anniversary date is adjusted if the period of continuous absence on Paid Parental Leave and any other kind of childcare leave, except where the employee charges accruals on such leave, exceeds six months. If such period is less than six months, the employee retains the same vacation anniversary date and is credited with vacation bonus days upon return to work.

Voluntary Reduction in Work Schedule (VRWS) must be suspended on the first day of the payroll period in which an employee begins their Paid Parental Leave.

While using Paid Parental Leave, employees continue to be covered by their existing insurance benefits and all employer contributions continue. Employees continue to have health insurance premiums, retirement contributions, and other payroll deductions withheld from their paycheck.

Employees using Paid Parental Leave continue to receive retirement service credit for days while on leave as it is considered full pay status for this purpose.

Paid Parental Leave may not be used to extend employment beyond the point it would otherwise end by operation of law.

For the State:	For PEF:
Michael Volforte	Wayne Spence
Director	President
Office of Employee Relations	Public Employees Federation

June 6, 2023

Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Wayne Spence:

Let this letter confirm our mutual understanding reached during negotiation of the 2023-2026 State/PEF Agreement regarding the disciplinary due process rights for certain individuals with the Department of Labor.

1. Eligibility. In order to be eligible for the disciplinary procedure herein, individuals must be:
    a. An employee in the Department of Labor;
    b. Employed in an hourly position in the title of LSR for five years on a full-time basis; and
    c. Have taken the T& E examination for such title.
2. Procedure. An eligible employee shall not be removed or otherwise subjected to any disciplinary penalty except for incompetency or misconduct shown after a hearing upon written notice of charges. A person against whom removal or other disciplinary action is proposed shall have written notice thereof and of the reasons therefor, shall be furnished a copy of the charges preferred against them and shall be allowed at least eight days for answering the same in writing. The hearing upon such charges shall be held by the commissioner, who has the power to remove such employee, but the hearing shall be conducted by a hearing officer who shall be an arbitrator appointed from the list of arbitrators maintained by the parties. The eligible employee may be represented by the union or by an attorney, and shall allow them to summon witnesses on their behalf. The hearing officer shall make a record of such hearing which shall, with the hearing officers' recommendations, be referred to the commissioner for review and decision.
3. The burden of proof shall be on the Department of Labor. Compliance with the technical rules of evidence shall not be required. If such employee is found guilty of the charges, the penalty or punishment may consist of a reprimand, a fine not to exceed one hundred dollars to be deducted from the salary or wages of such officer or employee, suspension

without pay for a period not exceeding two months, demotion in grade and title, or dismissal from the service less any unemployment benefits received during a period of suspension. If such officer or employee is found guilty, a copy of the charges, their written answer thereto, a transcript of the hearing, and the determination shall be filed in the office of the commissioner. A copy of the transcript of the hearing shall, upon request of the officer or employee affected, be furnished to them without charge.

4. Such charges shall be brought no more than one year after the occurrence of such incompetency or misconduct but such limitation shall not apply where the incompetency or misconduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.
5. An eligible employee shall have the right to representation as provided in Civil Service Law 209-a.1(g).

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Wayne Spence, President
Public Employees Federation, AFL-CIO

RE: Article 7
PS&T Unit Increased Hiring Rate

Dear Wayne Spence:

As soon as practicable after ratification, employees in titles where an increased hiring rate was instituted who did not receive the increased hiring rate, shall receive $1,000 annually until reaching job rate. This payment shall not be part of an employee's base salary, but it is subject to the general salary increases and is included for overtime calculations.

The parties further agree to include language in the pay bill that authorizes OER and PEF to enter into an agreement to provide additional compensation to eligible employees in cases where the Director of Classification and Compensation has exercised authority under Section 130(4) of Civil Service Law.

For the State:

Michael Volforte
Director
Office of Employee Relations

For PEF:

Wayne Spence
President
Public Employees Federation

Memorandum of Agreement
Between
The State of New York
And
The Public Employees Federation
Concerning Employee Dental Stipend

During the course of negotiating the 2023-2026 State/PEF Agreement (Agreement) the parties had extensive discussion about the out-of-pocket expenses incurred by PS&T Unit members for dental care under the current dental plan provided by the State of New York. Based on those discussions, the parties agreed as follows:

1. The State will provide an annual $400 lump sum payment to eligible employees to offset out-of-pocket dental expenses. This payment will not be added to base salary, is not subject to salary increases and is not pensionable.
2. This lump sum payment will be available to any PS&T Unit member who is enrolled on the first day of the fiscal year at issue, having completed the applicable waiting period, in the NYSHIP Dental Plan in accordance with the provisions contained in part 73 of the Rules and Regulations of the Department of Civil Service (4 NYCRR Part 73), except that it shall not mean seasonal employees whose employment is expected to last less than six (6) months, employees in temporary positions of less than six (6) months duration, or employees holding appointments otherwise expected to last less than six (6) months. For fiscal year 2023-2024, the member must have been enrolled, having completed the 56-day waiting period, on the date of ratification. For fiscal year 2024-2025 and thereafter, the applicable waiting period is 28 days pursuant to the change which went into effect October 1, 2023.
3. Subject to the limitation in Paragraph 4 below, the lump sum payment shall be disbursed directly to employees as soon as practicable following the start of each fiscal year of the Agreement. For fiscal year 2023-2024 this will be interpreted to mean as soon as practicable following ratification of the Agreement.
4. The annual lump sum payments made pursuant to this Memorandum of Agreement shall end when the State enters into a new dental services contract for the provision of dental benefits to eligible NYSHIP enrollees. The payment will be available for each fiscal year in which a new dental services contract was not in place for any portion of that fiscal year.

June 6, 2023

For the State
Michael N. Volforte
Director
Office of Employee Relations

For PEF
Wayne Spence
President
Public Employees Federation

APPENDIX III

Memoranda and Side Letters

These documents are reproduced here for information. While they are not subject to the provisions of Article 34 of the Agreement, the State and PEF acknowledge that they set forth certain understandings of the parties concerning certain articles; and confirm mutually accepted definitions and clarifications of the parties in connection with certain articles; and therefore, have value in connection with the interpretation and application of certain articles of the Agreement.

MEMORANDUM OF UNDERSTANDING
Between
THE STATE OF NEW YORK
And
PUBLIC EMPLOYEES FEDERATION, AFL-CIO
Concerning
PRODUCTIVITY ENHANCEMENT PROGRAM

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

The State and the Union hereby agree to implement a Productivity Enhancement Program, which shall be governed by the following provisions:

I. The Productivity Enhancement Program (PEP) allows eligible employees to exchange previously accrued annual leave (vacation) and/or personal leave in return for a credit to be applied toward their employee share of NYSHIP premiums on a biweekly basis. In no case can the credit available under the program be applied to the employer share of NYSHIP premiums.

II. The program will be available for the entire calendar year in 2024 and each year thereafter. The enrollment period will be conducted during the month of November immediately preceding the program for the next year.

(SG 1-17) Full-time employees, up to and including SG 17 (or non-statutory employees with an annual salary no greater than the job rate of SG 17), who enroll in the program will be eligible to forfeit either a total of either 4 or 8 days of annual and/or personal leave standing to their credit at the time of enrollment in return for a credit of up to $800 or $1600 to be applied toward the employee share of NYSHIP premiums deducted from biweekly paychecks in each year.

(SG 18-24) Full-time employees, in SG 18 (or non-statutory employees equated to SG 18, or in the absence of that, employees with an annual salary exceeding the job rate of SG 17) up to and including SG 24 (or non-statutory employees with an annual salary no greater than the job rate of SG 24), who enroll in the program will be eligible to forfeit a total of either 2.5 or 5 days of annual and/or personal leave standing to their credit at the time of enrollment in return for a credit of up to $750 or $1500 to be applied toward the employee share of NYSHIP premiums deducted from biweekly paychecks in each year.

The credit will be divided evenly among the State paydays that fall between January 1 and December 31 of these years.

III. The program will be available to eligible part-time employees on a prorated basis.

IV. In order to enroll an employee must:

- Be a classified or unclassified service employee in a title below Salary Grade 25, or equated to a position below Salary Grade 25, or be a non-statutory employee with an annual salary no greater than the job rate of the Salary Grade 24;
- Be an employee covered by the 2023-2026 New York State/PEF Collective Bargaining Agreement;
- Have a sufficient leave balance to make the full leave forfeiture at the time of enrollment without bringing their combined annual and personal leave balances below 8 days; and

- Be a NYSHIP enrollee and contract holder in either the Empire Plan or an HMO at the time of enrollment.

Once enrolled, employees continue to participate unless they separate from State service or cease to be NYSHIP contract holders. Leave forfeited in association with this program will not be returned, in whole or in part, to employees who cease to be eligible for participation in the program.

V. Employees must submit a separate enrollment form for each calendar year in which they wish to participate.

VI. During any calendar year in which an employee participates, the credit established upon enrollment in the program will be adjusted only if the employee moves between individual and family coverage under NYSHIP during that calendar year.

VII. Disputes arising from this program are not subject to the grievance procedures contained in the 2023-2026 State/PEF collective bargaining agreement.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

Date: June 6, 2023

MEMORANDUM OF UNDERSTANDING
between
THE STATE OF NEW YORK
and
PUBLIC EMPLOYEES FEDERATION, AFL-CIO
Concerning
TEACHERS' PRODUCTIVITY ENHANCEMENT PROGRAM

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

The State and the Union hereby agree to implement a Productivity Enhancement Program for teachers in State institutions as defined in Section 136 of the Civil Service Law. This program shall be governed by the following provisions:

I. The Productivity Enhancement Program (PEP) allows eligible employees to exchange previously accrued floating days, compensatory and/or personal leave in return for a credit to be applied toward their employee share of NYSHIP premiums on a biweekly basis. In no case can the credit available under the program be applied to the employer share of NYSHIP premiums.

II. The program will be available for the entire calendar year in 2024 and each year thereafter. The enrollment period will be conducted during the month of November immediately preceding the program for the next year.

(SG 1-17) - Full-time employees, up to and including SG 17 (or non-statutory employees with an annual salary no greater than the job rate of SG-17), who enroll in the program will be eligible to forfeit 1 to 8 days of floating days, compensatory and/or personal leave standing to their credit at the time of enrollment in return for a credit of $200 per day to be applied toward the employee share of NYSHIP premiums and deducted from biweekly paychecks during each year.

(SG 18-24) - Full-time employees, in salary grade 18 (or non-statutory employees equated to SG 18, or in the absence of that, employees with an annual salary no less than the job rate of SG-17) up to and including salary grade 24 (or non-statutory employees with an annual salary no greater than the job rate of SG-24), who enroll in the program will be eligible to forfeit 1 to 5 days of floating days, compensatory and/or personal leave in return for a credit of $300 per day to be applied toward the employee share of NYSHIP premiums deducted from biweekly paychecks in each year.

The credit will be divided evenly among the State paydays that fall between January 1 and December 31 of these years.

III. The program will be available to eligible part-time employees on a prorated basis.

IV. In order to enroll an employee must:

- Be a classified or unclassified service employee in a title below Salary Grade 25, or equated to a position below Salary Grade 25, or be a non-statutory employee with an annual salary no greater than the job rate of the Salary Grade 24;
- Be an employee covered by the 2023-2026 New York State/PEF Collective Bargaining Agreement; and
- Be a NYSHIP enrollee and contract holder in either the Empire Plan or an HMO at the time of enrollment.

Once enrolled, employees continue to participate unless they separate from State service or cease to be NYSHIP contract holders. Leave forfeited in association with this program will not be returned, in whole or in part, to employees who cease to be eligible for participation in the program.

V. Employees must submit a separate enrollment form for each program year in which they wish to participate.

VI. During any calendar year in which an employee participates, the credit established upon enrollment in the program will be adjusted only if the employee moves between individual and family coverage under NYSHIP during that calendar year.

VII Disputes arising from this program are not subject to the grievance procedures contained in the 2023-2026 State/PEF collective bargaining agreement.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

Date: June 6, 2023

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

RE: Article 33 - Discipline

Dear Mr. Spence:

This letter continues, confirms and updates the understandings reached by the parties during negotiations of the 2015-2016 State/PEF Agreement regarding discipline of patient abuse cases:

- The parties shall meet within 60 days of ratification to create a new Select Panel on Patient Abuse.
- When the new Select Panel is established, the daily fee for arbitrators will be increased to $1,200, to be split equally between the parties.
- New joint training will be provided to the panel as soon as practicable. Additional training for the panel will be scheduled every 2-3 years thereafter.
- A table of penalties for increasingly severe acts of misconduct will be negotiated.
- Employees who are found guilty of patient abuse charge(s) and not terminated do not return to the facility from which they came.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

RE: Temporary Employees, Contractor, Consultants, and Employees of Non-State Entities

Dear Mr. Spence:

This letter continues and confirms the understandings reached by the parties during negotiations of the 2011-2015 State/PEF Agreement regarding the State's current use of temporary employees, contractors, consultants, employees of public authorities and public benefit corporations, and employees of other non-State entities.

Appropriate representatives of the State and of PEF will form a committee to engage in a review of the utilization by the State of temporary employees, contractors, consultants, employees of public authorities and public benefit corporations, and employees of other non-State entities during the term of this Agreement. The parties will meet and confer as to how permanent State employees can be better utilized to perform functions currently performed by such employees in present and future circumstances.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

RE: Sick Leave Credit Life Expectancy Tables

Dear Mr. Spence:

This letter confirms that the life expectancy actuarial tables referenced in Article 9.13(c) are the 1999 Unisex Life Expectancy Tables for the Employees Retirement System.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will continue and confirm the understanding reached during negotiations of the 2007-2011 State/PEF Agreement regarding Article 7.12 Performance Awards.

We have agreed that within one year of ratification of this Agreement, PEF and OER will examine the issue of establishing an additional October payment date for performance awards. Should we agree to establish an additional payment date, it will not be effective until October 2021.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter confirms the understandings reached by the parties during negotiation of the 2023-2026 State/PEF Agreement regarding the continuation of a program allowing certain employees in the PS&T bargaining unit to opt to earn compensatory time in lieu of overtime pay for hours worked over 40 in a week.

1. The program is limited to all PS&T bargaining unit employees who are in salary grades 22 and below or otherwise overtime eligible.

2. In each year of the 2023-2026 Agreement, the program year will run from July 1 through June 30. Eligible employees may opt to participate in this program during each of the program years. Employees need not participate in all years.

3. Enrollment forms will be developed to facilitate employee option into the program and designation of hours sought to be liquidated (see paragraph 9) as soon as practicable following ratification.

4. Once an employee opts into the program, every hour of overtime worked by such employee will earn that employee 1.5 hours of compensatory time to be called Over40 Comp Time.

5. For the purposes of this program, hours in excess of 40 hours in a week will qualify for Over40 Comp Time.

6. Employees on a 37½-hour workweek will still earn compensatory time pursuant to current practice for hours between 37½ and 40. However, only those hours worked in excess of 40 will be credited into this program.

7. Over40 Comp Time can be accumulated to a maximum of 240 hours in a bank separate from the compensatory time bank which reflects time earned for hours worked between 37 ½ and 40 hours. In no case shall employees be permitted to charge absences from work to the Over40 Comp Time bank. Over40 Comp Time hours carried in the bank do not expire and shall be kept in such bank until the employee is separated from service.

8. Similarly, all rules and policies that cover the treatment of compensatory time earned for hours worked between 37 ½ and 40 hours when an employee is transferred, separated from service or at retirement shall apply for Over40 Comp Time in this program.

9. An employee may liquidate up to 120 hours in the bank one time per program year payable in the closest payroll period to December 1st at the rate of pay earned at the time of this liquidation.

10. At the time the employee is eligible to liquidate the entire bank of such accrued time, the cash-out value of any Over40 Comp Time accrued shall be at the rate of pay earned at the time of liquidation, but in no event shall it be less than FLSA requirements.

11. If an employee reaches the 240-hour maximum Over40 Comp Time accumulation, any hour of overtime after 40 hours shall be paid at the overtime rate and additional Over40 Comp Time will not be

earned in lieu of overtime pay.

12. In no event shall this program continue beyond July 1, 2026, unless both parties agree to extend it.

13. The parties shall meet to review and discuss the program to resolve any issues that may arise.

14. This agreement nullifies any local agreements that may exist regarding this issue.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter continues and confirms the understandings reached by the parties during negotiations of the 2007-2011 State/PEF Agreement regarding employee moves from positions designated as "NS" (Non-Statutorily paid or unallocated to a salary grade) to statutorily graded positions. The provisions of this letter do not apply to employees moving from Traineeships to statutorily graded positions.

The provisions herein shall apply prospectively as of the date of ratification of the 2007-2011 Agreement.

Scenario 1: When an employee who occupies a position designated as "NS" as defined above moves to an annual salaried position which is allocated to a salary grade, the hiring rate of which is greater than the annual rate of compensation then received by such employee in the "NS" position, such employee shall be eligible for the salary placement provisions found in Article 7.3 of the collective bargaining agreement covering the PS&T bargaining unit. Accordingly, by virtue and reference of this sideletter, such employee shall receive the salary treatment benefit provided in Section 131.5(a)(ii) or 131.5(b)(ii) of the Civil Service Law, as applicable. We note that paragraph (b) cited above relates to seasonal positions.

Scenario 2: When an employee who occupies a position designated as "NS" as defined above and receives an annual salary in such "NS" position, be it equated to a grade or otherwise, moves to an annual salaried position which is allocated to a salary grade, the hiring rate of which is equal to or lower than the annual rate of compensation then received by such employee in the "NS" position, the salary to be paid to that employee shall be established in accordance with Section 131.5(c) of the Civil Service Law (i.e., traditional salary reconstruction). However, upon ratification of the agreement to which this sideletter is attached, the State shall seek introduction and passage of legislation which would amend Section 131.5(c) of the Civil Service Law to remove current provisions that restrict the resultant salary of an employee having moved from an "NS" to a graded position to not exceed the salary which had previously been received in the "NS" position. Provisions of Section 131.5(a)(i) or 131.5(b)(i) of the Civil Service Law shall not apply.

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

- Identify the date on which the employee first achieved an "hourly-converted-to-annual" salary in the NS position which equaled or exceeded the then hiring rate of the graded position that the employee is being appointed to;

- Calculate the total number of hours that the employee served in such hourly or per diem NS position at a rate equal to or greater than the hiring rate of the graded position (excluding hours served at a rate lower than the hiring rate of the graded position); and then

- First such employee shall be placed at the hiring rate of the annual salaried allocated position. Such employee's salary shall then be reconstructed consistent with the step advancement system in place

for that salary grade to a level commensurate with his/her qualifying years of service (years served) in the previous "NS" hourly position or positions held immediately prior to appointment to the annual salaried allocated position (e.g., 3 years of service would result in reconstruction at step 3 of the salary grade). For purposes of the above, years of service shall be credited based on the summation of hours actually worked in accordance with the hourly computation described in the preceding paragraph, divided by the number of hours in a full work year (2,088), rounded to the nearest whole year (e.g., 4,000 worked hours divided by 2,088 hours per year equals 2 years of service rounded). Provisions of Section 131.5(a)(i) or 131.5(b)(i) of the Civil Service Law shall not apply.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Re: Policy on Travel in Proximity of Official Station or Home

Dear Mr. Spence:

This is to continue and confirm our understanding reached during the course of negotiations of the 2007-2011 Agreement on the subject of mileage reimbursement when an employee is not in travel status (i.e. when the employee is doing business within 35 miles of his or her home or official station).

1) The Office of the State Comptroller will amend the Travel Manual to address the appropriate reimbursement of transportation expenses incurred by an employee when he or she travels to an alternate work location less than 35 miles from his or her home or official station. The amendment to the Travel Manual will establish the following:

When an employee is assigned to work at an alternate work location less than 35 miles from home or official station, the employee is not considered to be in travel status. However, an employee may be entitled to reimbursement of transportation expenses associated with travel to the alternate work location. At minimum, mileage will be reimbursed at the appropriate mileage reimbursement rate as established in Article 8.2 using the "lesser of mileage rule." This rule provides that employees will be reimbursed the lesser of 1) mileage from home to the alternate work location or 2) mileage from the official station to the alternate work location. Agency management will continue to have the discretion to establish a reasonable reimbursement policy that provides for reimbursement in excess of the "lesser of mileage rule" for business-related mileage when an employee is not in travel status.

2) Section 8.2 of the Comptroller's Rules and Regulations and the OSC Travel Manual will be changed to establish the "lesser of mileage rule" consistent with the above policy change.

3) The above policy will be effective September 1, 2008. One month prior to the September 1, 2008 effective date, each agency will advise its employees of the policy it has adopted regarding reimbursement for travel in the proximity of the official station or home. Effective September 1, 2008, the policy adopted by the agency will supersede all agency policies that provide otherwise, no matter what the source of the policy.

4) The amendment to the Travel Manual, Section 8.2 of the Comptroller's Rules and Regulations, or an agency's issuance or implementation of policy which are consistent with and are adopted solely to implement the terms of paragraph three above, may not be grieved or form the basis for an improper practice charge, or any other legal or administrative action.

For the State:	For PEF:
Michael Volforte	Wayne Spence
Director	President
Office of Employee Relations	Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Wayne Spence:

Site of Care Redirection Program for Infusions

Effective January 1, 2024, the Empire Plan will implement a Site of Care (SOC) Redirection Program for Infusions. Drugs used to treat cancer and hemophilia are excluded from this program. This Program will apply to Empire Plan-primary members only.

The Site of Care Redirection Program shall be administered as described below. The Joint Committee will meet regularly to discuss the rollout of the program and jointly oversee the implementation, administration, and any future development of the program.

Effective January 1, 2024, the Hospital Program administrator's current medical necessity review for infusions of drugs included on the Hospital Program Administrator's Site of Care Drug List in the hospital outpatient setting will expand to include a review of the site of care. The site of care review will determine the clinical appropriateness of administering the infusion in the hospital outpatient setting versus provider office/suite, freestanding infusion center, or home. If it is determined that an alternate site of care is clinically appropriate for the infusion to be administered, the Hospital Program administrator will coordinate with the enrollee's provider and the Home Care Advocacy Program (HCAP) to recommend an alternate site of care for the infusion. If the provider or enrollee disagrees with the alternate site of care recommendation, they may exercise the enrollee's appeal rights to obtain services in the hospital outpatient setting.

Effective January 1, 2024, the medical or prescription drug copayments associated with infusions of drugs included on the Site of Care Drug List will be waived when the enrollee uses a non-hospital infusion site of care. In addition, requests for infusion therapy reviewed by the Hospital program administrator will not be subject to additional review by the Empire Plan Medical or Prescription Drug Program administrators.

There will be a six-month grace period for members receiving infusions of drugs on the Site of Care Drug List in the outpatient hospital setting on January 1, 2024. Members may continue receiving infusions in the hospital outpatient setting until the end of the grace period when the Hospital program administrator will require a site of care review.

Members receiving infusion therapy of a drug on the Site of Care Drug List at an alternate site of care on or after January 1, 2024, will not be subject to the medical or prescription drug copayments associated with infusions. Members will continue to be subject to continued medical necessity authorization through the medical or prescription drug program, as applicable.

Michael Volforte
Director
Office of Employee Relations

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter will continue and confirm the understandings reached by the parties during the negotiation of the 2007-2011 State/PEF Agreement regarding the development and implementation of an Empire Plan Specialty Pharmacy Program.

In order to promote superior clinical outcomes and more appropriate utilization consistent with Food and Drug Administration (FDA) and other best practice guidelines for the use of certain prescription drugs, the State may elect to establish an Empire Plan Specialty Pharmacy Program. If the State elects to do so, effective on an implementation date to be determined, the Program will consist of a network of one or more Specialty Pharmacies.

1. For purposes of this Program, Specialty Drugs that will be 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 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. The Program Administrator will obtain all necessary information from enrollees and physicians in order to conduct prior authorization and enhanced case management of the utilization of these drugs to ensure that administration will be consistent with approved FDA indications and guidelines for administration and nationally accepted medical protocols.
7. Once an enrollee contacts the Specialty Referral Line, subsequent fills and refills for the same drug should be requested directly from the Specialty Pharmacy.
8. Any and all prescription(s), initial or refill, for designated Specialty Drugs will be limited to a 30-day supply, unless otherwise agreed to by the State and the Program administrator.
9. All Specialty Pharmacies that are participating in the Specialty Drug Program will provide enrollees with 24/7/365 access to a pharmacist.
10. 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.

11. 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.

12. Drugs included in the Specialty Drug Program will be assigned to levels and subject to the same copayments as drugs covered under the “standard” Empire Plan Prescription Drug benefit.

13. 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 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.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter will continue and confirm our agreement reached during the negotiations of the 2007-2011 Agreement between the Office of Employee Relations and the Public Employees Federation (PEF) regarding occupational lenses under the New York State Vision Plan for employees in the Professional, Scientific and Technical Services Unit.

Effective immediately upon ratification of the tentative agreement reached between the parties, PEF agrees that tint only is not a qualifying criterion for occupational lenses.

Please sign below to indicate concurrence with the above stated modification.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will continue and confirm the understanding reached during negotiations of the 2007-2011 State/PEF Agreement regarding the availability of Leave for Professional Meetings for non-day shift employees pursuant to Article 12.15 of the Agreement.

Non-day shift employees often wish to use professional leave to attend professional meetings or programs necessary for licensure that are held during what would otherwise be non-work hours. Accordingly, agencies shall make every effort to accommodate requests from these employees to adjust their regular work schedule to allow them to use professional leave. All other requirements for the use of professional leave will continue to apply.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

Let this confirm our agreement that the funding pursuant to Article 27 of the 2023-2026 Collective Bargaining Agreement between the parties shall be so funded through December 31, 2026. Accordingly, appropriations shall be secured for both the term of this Agreement and the period between April 2, 2026 and December 31, 2026 at a prorated amount to cover such period.

Nothing contained herein shall be deemed to waive either party's position regarding the appropriate interpretation of the 2007-2011 side letter on this topic or the language from that side letter which is repeated herein.

For the State:

Michael Volforte
Director
Office of Employee Relations

For PEF:

Wayne Spence
President
Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter will confirm the understanding reached by the parties during negotiations of the 2023-2026 State/PEF Agreement regarding the allocation of funding appropriated pursuant to Article 14.4 of the Agreement. The parties hereby agree that the Professional Development and Quality of Working Life Coordinating Committee (hereinafter Committee) shall make available $200,000 for each of the fiscal years of the 2023-2026 Agreement and thereafter to fund two positions that will assist with the development and implementation of further initiatives developed by the parties in accordance with Articles 14, 15, 18, 22 and 44. Particular emphasis will be placed on initiatives directed toward PS&T Unit nurses and other professional employees in institutional settings.

The $200,000 annual funding will be split equally between the State and PEF to support two positions at Salary Grade 18 or its equivalent. One of these positions will be in the Office of Employee Relations, while the other position will be with the Public Employees Federation, AFL-CIO.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

The State of New York and the Public Employees Federation (PEF) believe that the labor/management process is best served by providing participants in the process with the necessary tools and experiences to achieve high-functioning committees. Accordingly, the parties are committed to creating and implementing a comprehensive Labor/Management Training Program (hereafter Program) for labor/management committees.

During the term of this Agreement, the parties shall develop a core curriculum appropriate for the Program. This core curriculum may include, but not be limited to, the following elements:

- Labor/Management Cooperation
- Committee Organization, Operation and Process
- Labor/Management Committee Skills
- Effective Communication
- Problem Solving and Conflict Resolution
- Successful Committees: Best Practices

Additionally, once the core curriculum has been designed and implemented, the parties shall explore development and delivery of specialized training to address the needs of individual labor/management committees.

The Program shall be developed and administered by the Professional Development Committee (PDC). Funding of $200,000 per year will be made available to the Program from Article 15.4 of the State/PEF Agreement. Said funds shall be overseen and administered by the PDC.

The State and PEF shall promote the Program and encourage all labor/management teams to complete training in the core curriculum. Each party shall assign staff to coordinate the delivery of Program training.

For the State:

Michael Volforte
Director
Office of Employee Relations

For PEF:

Wayne Spence
President
Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

The parties believe that nurses should have available to them high quality and robust training, educational and professional development opportunities. Accordingly, the parties hereby agree that the Professional Development Committee (PDC) shall undertake the programs and initiatives described below to enhance professional development opportunities for Registered Nurses. These programs and initiatives will be funded by Article 15 and funds shall be overseen and administered by the PDC.

1. The PDC shall jointly develop an enhanced voucher program for Registered Nurses working at SUNY Upstate Medical Center, SUNY Downstate Medical Center, SUNY Stony Brook Medical Center and the Roswell Park Cancer Institute who are pursuing a four-year degree, Master's or Doctorate in nursing. This program can be expanded to other agencies or work locations by mutual agreement of the PDC.

2. The PDC shall jointly develop an enhanced reimbursement program over the maximum dollar amount available under the Workshop and Seminar Reimbursement Program. The amount of the enhanced reimbursement program will be determined by the PDC based on the funding available.

3. The PDC shall jointly design and develop training, educational and professional development programs and initiatives targeted to nurses. The PDC will work with and seek input from the Article 44, Joint Committee on Nursing and Institutional Issues in creating and designing such programs. These programs could include preceptor training, grant programs, conferences, tuition or other monetary support for National Certification in Specialties, and creation of professional development workshops and programs to support and enhance the nursing careers of nurses with the State of New York.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter confirms the understandings reached by the parties during negotiation of the 2023-2026 State/PEF Agreement regarding uniforms and employees in the Fire Protection Specialist title series at the Office of Fire Prevention and Control (OFPC).

PEF and local management shall meet regarding the "Policy on Wearing Department Supplied Clothing in the OFPC" (hereafter "Policy"). If the Policy includes a provision that requires employees in the Fire Protection Specialist titles series to wear uniforms, then those employees will be eligible for the uniform allowance described below.

Effective April 2, 2023, the State will recommend to the Legislature that each employee in the Fire Protection Specialist title series shall be provided an annual maintenance allowance of $82 for a part-time employee and $106 for a full-time employee in each year of the Agreement. However, employees who receive a regular uniform service or are not required to wear uniforms shall not be eligible for this allowance.

Such maintenance allowance shall become effective and payable in the State fiscal year within which the Policy referenced herein is agreed to at the local level. However, payment will be prorated based on when the agreement is reached during the fiscal year.

Any local agreement establishing the Policy referenced herein must be consistent with Article 24 of the State/PEF Agreement and shall be subject to final review and approval by the Office of Employee Relations and the Public Employees Federation, or their designees.

The terms of this letter shall sunset on April 1, 2026, unless extended by mutual agreement of the parties.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter will confirm the understandings reached by the parties during negotiation of the 2023-2026 State/PEF Agreement regarding the development of a Firearms Training and Safety Incentive Program for peace officers in the PS&T bargaining unit. The parties hereby agree that the Joint Health and Safety Committee shall develop and implement a Firearms Training and Safety Incentive Program (hereafter Program). Program years shall run concurrently with State fiscal years.

Under this Program, bargaining unit employees with peace officer status under section 2.10 of the New York State Criminal Procedure Law shall be eligible to receive an incentive payment in return for participating in an agency-directed training program designed to promote firearms proficiency and safety. To be eligible for inclusion in this program, agency-directed firearms proficiency and safety training programs must meet criteria promulgated by the Joint Committee on Health and Safety. Employees who successfully complete such training programs shall receive the incentive payment as soon as practicable upon conclusion of each fiscal year covered by the Program.

The incentive payment amount for training each fiscal year shall be $360.

As soon as practicable after ratification of this Agreement, the Joint Committee on Health and Safety shall deliberate and agree upon criteria that agency-directed training programs must meet to qualify employees for receipt of an incentive under this Program.

No aspect of this program shall be grievable under Article 34 of the 2023-2026 State/PEF Agreement.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will confirm the understanding reached during negotiations of the 2023-2026 State/PEF Agreement regarding continuation of the program for annual leave restoration under Article 33, Discipline.

The parties agree that the program will begin on July 1, 2008 and expire on April 2, 2026, unless the parties mutually agree to extend the program. Under this program, when vacation credits are restored pursuant to Article 33.4(a)(4), and such restoration causes the total vacation credits to exceed 40 days, an employee is allowed a period of one year from the date of restoration or the employee's return to work, whichever is later, to reduce the total accumulation to 40 days. In order to be eligible under this program, the date of the decision that deems the employee's suspension improper or the date of the decision finding the employee innocent of all charges must be on or after April 2, 2011 and on or before April 2, 2026.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will continue and confirm our mutual understanding reached during negotiations of the 2007-2011 Agreement with respect to the use of technology for the Step 1 and/or Step 2 meeting required by Article 34, Grievance and Arbitration Procedure.

The parties recognize that advances in technology have led to the ability to have virtual meetings. Such virtual meetings can among other things, save the cost of travel, diminish pollution, and reduce highway congestion. Virtual meetings can include, but are not limited to, the use of net meetings, teleconferences and videoconferences.

The State and PEF support and encourage the exploration and use of virtual meetings as an efficient and effective method to conduct the Step 1 and/or Step 2 meeting required by Article 34. Either party may propose that such a virtual meeting be used for a Step 1 and/or Step 2 meeting and the method that will be used to conduct such a meeting. The other party must consent in order for the virtual meeting to go forward.

The State and PEF also acknowledge that in agencies where virtual meetings may be an option, it is appropriate for an agency-level labor/management committee to discuss the technology available for use in that agency and the procedure for requesting and responding to a proposal to use such technology. Any understandings reached as a result of such discussions must be consistent with Article 24.5 of the Agreement.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter continues and confirms the understandings reached by the parties during negotiation of the 2007–2011 State/PEF Agreement regarding overtime meal allowances on pass days.

The parties agree that in order to be eligible for an overtime meal allowance on a pass day, the six hours of work to earn the first allowance, or the nine hours of work to earn the second allowance, on a pass day must be consecutive. An unpaid meal break or any other unpaid break during the hours worked on a pass day breaks the consecutive hours of work and renders the employee not eligible for an overtime meal allowance. The employee must have six or nine consecutive hours on either side of an unpaid meal break or any other break in order to be eligible for an overtime meal allowance on a pass day.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

In the course of the negotiations of the 2023-2026 State/PEF Agreement the parties agreed to the continuation of the Employee Organization Leave (EOL) article which provides EOL for PEF designees for the purposes of investigation and processing of grievances.

As part of the parties' agreement to continue that article in the 2023-2026 Agreement, the parties also agreed that the conditions which apply to the use of EOL as outlined in the OER November 1979 memorandum to State agencies on this subject, a copy of which is attached, will also continue to be in effect for the term of the 2023-2026 Agreement.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

TO: STATE DEPARTMENTS AND AGENCIES
FROM: Meyer S. Frucher
SUBJECT: Grievance Representatives — PS&T Unit

Section 4.7(d) of the 1977-79 Agreement in the PS&T Unit provides for the granting of employee organization leave to union designees for the purposes of investigation of claimed grievances and processing of grievances. The employees on the attached list have been designated by the Public Employees Federation as grievance representatives eligible to be granted EOL under Section 4.7(d).

Agencies are authorized to grant EOL to the PEF grievance representatives on the attached list subject to the following conditions:

1. Eligibility for employee organization leave for the investigation of a claimed grievance or for the processing of a grievance shall be limited to one PEF steward or other PEF representative at one time for any single grievance.

2. Because PEF will have stewards in each work location, stewards will not be entitled to employee organization leave for the investigation or processing of grievances in work locations other than their own.

3. Because PEF will have stewards in each geographic location, stewards will be entitled to employee organization leave for travel in connection with grievance investigation and processing only if such travel time is required for attendance at a review meeting or hearing at any stage of the grievance procedure which is conducted at a geographic location other than that where the steward and grievant are assigned.

(Notwithstanding the limitations established in paragraphs 1, 2 and 3 above, an agency may, at its discretion, approve the use of EOL by more than one PEF steward or other PEF representative for the investigation or processing of the same grievance or may permit the use of EOL for the investigation or processing of a grievance at another work location or for travel, when the agency Employee Relations Officer or other appropriate management official believes that such approval will contribute to the effective utilization of the grievance procedure for the review and/or resolution of a grievance.)

4. To assure that the use of employee organization leave does not unduly interfere with the conduct of an agency's programs, a steward must obtain the advance approval of his immediate supervisor before absenting himself from his work station to engage in the investigation or processing of a grievance. The approval of the immediate supervisor shall not be withheld arbitrarily.

5. Use of employee organization leave pursuant to Section 4.7(d) shall be subject to all other conditions and practices governing the use of employee organization leave generally.

6. Use of employee organization leave pursuant to Section 4.7(d) shall continue to be governed by the interpretations promulgated in OER 74-3:

"The operative words in Section 4.7(d) are investigation and processing. With regard to the former term, it is applicable only to the period of time prior to the filing of the grievance and through the second stage of the grievance procedure. After the second stage it would not appear that further investigation of the grievance should be necessary. It would be more appropriate to consider time, other than time spent at such hearings or reviews, as preparation time. Needless to say, employee organization leave is not authorized for 'preparation time,' although time off properly charged to employee credits should be liberally granted.

With regard to the term processing, this term is limited to such time as is reasonable and necessary for appearances at grievance hearings or reviews."

Employees named on the attached list are entitled to receive approval to use EOL for grievance representation, subject to the above conditions, retroactive to March 27. Such employees who would have been entitled to the use of EOL under these conditions, and who were absent from their work stations for grievance representation purposes and charged such absence to leave accruals, should be permitted to retroactively charge such absences to EOL and have their leave accruals restored.

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

I am writing to continue and confirm the understanding of the parties in the negotiation of Article 4, Section 4.7(d) of the 2003-2007 Agreement.

Section 4.7(d) provides that the Director of Employee Relations may grant additional Employee Organization Leave (EOL) to designees of PEF under special circumstances.

We have established joint committee relationships in Article 14, Professional Development and Quality of Working Life Coordinating Committee, Article 15, Professional Development Committee, Article 18, Health and Safety, Article 22, Protection of Employees, and Article 44, Nursing and Institutional Issues. Time spent by PEF designees directly interacting with State representatives on these issues would be appropriately charged as EOL for labor/management committee participation under the provisions of Article 4, Section 4.7(c) of the Agreement. In addition to that need, however, we acknowledge that PEF has a need for study, review and internal preparation in connection with these joint committee relationships. To respond to this need we therefore agree that up to 55 days of EOL in each year of this Agreement shall be made available to PEF under the provision of Section 4.7(d) for preparation purposes in connection with PEF's participation in the joint relationships established in Articles 14, 15, 18, 22 and 44.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

MEMORANDUM OF UNDERSTANDING
between
THE STATE OF NEW YORK
and
THE PUBLIC EMPLOYEES FEDERATION, AFL-CIO
concerning
PERFORMANCE EVALUATION AND PERFORMANCE ADVANCES

I. The PS&T Unit Performance Evaluation System and the payment of performance advances to PS&T Unit employees shall be subject solely to the provisions of this Memorandum. Payment of performance advances to PS&T Unit employees in accordance with the provisions of this Memorandum is acknowledged by the State and PEF to constitute full and complete compliance with the provisions of Article 7, Section 7.11 of the 2023-2026 State/PEF Agreement.

II. The State and PEF acknowledge that performance evaluation is a management prerogative, and that the State has the full and complete authority to exercise its prerogative to evaluate its employees so long as it does so in a manner not inconsistent with any of the provisions of paragraphs III A through D below.

III. The PS&T Unit Performance Evaluation System shall include the following elements:

A. Each employee shall be provided with a written Performance Program at the beginning of his/her evaluation period.

B. Performance evaluation shall occur at the end of the evaluation period, shall be based on the employee's Performance Program, and shall include both a narrative discussion of the employee's performance and a summary rating.

C. An employee may attach written comments to his/her Performance Program and/or Performance Evaluation.

D. Employees whose summary rating is below "Effective" shall be entitled to appeal such rating as described below:

1. First, to an agency-level appeals committee consisting of three persons, one each designated by the State and PEF and the third selected by agreement of the other two, which shall make a non-binding recommendation to the agency head. An appeal to the agency-level appeals committee must be submitted within 15 calendar days of the receipt of the evaluation.

2. Second, if the decision of the agency head is to deny the first-level appeal, to a State-level committee consisting of three persons, one each designated by the State and PEF and the third selected by agreement of the other two, which shall render a final determination on the appeal. An appeal to the State-level appeals committee must be submitted within 15 calendar days of receipt of the determination of the agency head.

3. The employee shall have the right upon request to make a personal appearance before both appeals committees to present facts and make arguments in support of the appeal. The employee shall be entitled to PEF representation before both appeals committees if he/she so elects.

4. The appeal procedure described in this Section D shall not be applicable to employees who are in probationary status.

IV. Performance Advances shall be payable in accordance with the following provisions:

A. Performance advances are defined as salary adjustments between the hiring rate and job rate of an employee's salary grade.

B. Eligibility for performance advances shall be limited to employees in positions allocated to salary grades 1 through 37, and in unallocated positions equated for salary purposes to grades 1 through 37, except unallocated trainee positions.

C. Effective April 1, 1992, performance advances shall be one-seventh of the dollar value of the difference between the hiring rate and job rate of the salary grade to which the employee's position is

allocated or equated.

D. Each employee shall be eligible to receive a performance advance upon completion of each year of service in grade in full employment status at a basic annual salary rate which is below the job rate of his/her salary grade if his/her performance at the completion of such year of service is rated at least "Effective" or its equivalent.

E. Performance advances shall be paid in accordance with the provisions of Article 7, Section 7.11 of the 2023-2026 Agreement.

F. No employee's basic annual salary rate shall exceed the job rate of the employee's salary grade as a result of the addition of a performance advance.

G. Promotion Adjustment:

Employees who are eligible for a performance advance in a lower salary grade but are promoted or appointed to a higher salary grade before receiving their next advance in the lower grade and who have not received an advance in the higher grade are entitled to a reconstructed promotion salary reflecting the performance advance which they would have been paid in the lower grade had the performance in that grade been rated at least "Effective" or its equivalent.

H. Reduction in Grade:

Service in a higher salary grade by employees who are appointed or demoted to a lower salary grade is creditable toward the service in grade requirement for a performance advance in the lower salary grade.

I. Evaluation periods for employees in positions of Institution Teacher, and positions in other titles subject to the provisions of Section 136 of the Civil Service Law shall be subject to an amended schedule to reflect the 10-month work year of these titles:

1. Employees in these titles whose work year is September 1-June 30 shall have an evaluation period of September 1-June 30.

2. Employees in these titles whose work year is a 10-month work year other than September 1-June 30 shall have an evaluation period consisting of 10 months commencing on the first day of their work year.

3. These employees shall receive performance advances if they are rated at least "Effective" or its equivalent, effective the first day of the work year immediately after the evaluation period.

4. Employees in these titles shall be eligible for performance advances after the completion of each evaluation period during which they have been in full pay status for at least 150 working days.

V. Any questions or disputes arising from the interpretation or implementation of this Memorandum, or any other questions or disputes arising from the administration of the PS&T Unit Performance Evaluation System, shall be subject to labor/management discussion at the Agency level and/or State level as appropriate as their sole and exclusive means of resolution.

For the State:	For PEF:
Michael Volforte	Wayne Spence
Director	President
Office of Employee Relations	Public Employees Federation

Date: June 6, 2023

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

I am writing to confirm our understanding in connection with the negotiation of Article 7, Section 7.12 of the 2023-2026 State/PEF Agreement.

We acknowledge that it is our intent that in situations where an employee's salary is at the job rate of his/her grade and is subsequently temporarily reduced below the job rate because of the mechanics of salary computation when titles are reallocated, such a temporary drop below the job rate will not constitute a break in the required years of service required to qualify for performance awards under Section 7.12, so long as the employee's salary is at or above the job rate on the qualifying date(s) established in Section 7.12 for performance awards due in April 2024 and April 2025.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This is to confirm our understanding on the dual health enrollment provision of the State/PEF Agreement. It is the intent of the State to prohibit two family enrollments among two State employees in a family unit. If one spouse is an employee of a participating subdivision, there shall be no impact on the coverage selected by the spouse who is a State employee.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will confirm our mutual understanding of the provisions of Article 30, Verification of Doctor's Statement, Section 30.3, of the 2023-2026 State/PEF Agreement.

The provision in Section 30.3 that medical information provided by an employee's physician in describing the cause of the employee's absence be brief in nature applies only to that part of the medical documentation which is the diagnosis. There is no restriction on other relevant information which would support use of sick leave credits, such as prognosis, expected date of return or other information properly required under the provisions of the New York State Attendance Rules.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

In the course of the negotiations of the 2023-2026 State/PEF Agreement the parties agreed to the continuation of the Standby On-Call Rosters Article from the 1988-91 Agreement.

As part of the parties' agreement to continue that Article in the 2023-2026 Agreement, the parties also agreed that the provisions of the 1979-82 side letter on this subject, as set forth below, will also continue to be in effect for the term of the 2023-2026 Agreement.

1979-1982 Standby On–Call Rosters Side Letter

This will confirm our discussions regarding standby duty assigned to employees in the PS&T Unit who are not eligible for payment for serving on Standby On-Call Rosters under the provisions of Article 31 of the State/PEF Agreement.

The State and PEF acknowledge that because of the nature of the duties of certain professional employees, and the requirements of the programs to which certain employees are assigned, it is sometimes necessary for the State to require such employees to be available for recall or to be available to perform certain activities during off-duty hours. The State and PEF also acknowledge that in agencies where such circumstances regularly occur, it is appropriate for agency-level labor/management committees to discuss steps that may be taken to reduce the resulting inconvenience to the employees, including the equitable distribution of such assignments and the provision of telephone answering services and/or paging devices to remove some of the restriction on employees' mobility.

For the State:	For PEF:
Michael Volforte	Wayne Spence
Director	President
Office of Employee Relations	Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

Let this letter continue and confirm our understanding previously reached during the negotiation of the 1982-85 Agreement in the area of Counseling:

Counseling is a means of instructing employees as to how performance can be improved; it is a constructive tool. In the event that an employee in the PS&T Unit receives a counseling memorandum that the employee alleges is a reprimand or discipline, the employee may submit a grievance pursuant to Article 34 of the Agreement asserting that he/she was denied the protections contained in Article 33, Discipline.

To further our understanding, the State has sent to all agencies and facilities a memorandum setting out the purposes and philosophy of counseling. The text of that memorandum (commonly referred to as the "Hartnett Memorandum") is attached.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

MEMORANDUM

March 30, 1980

TO: Office of Mental Health
Office of Mental Retardation & Developmental Disability
FROM: Thomas F. Hartnett
SUBJECT: Employee Counseling

As you are aware, our recent discussions with the Civil Service Employees Association, Inc., regarding employee counseling has resulted in the mechanism for the lifting of the moratorium on written counseling within your agency. Our conversations with CSEA have generated some conceptual understandings regarding employee counseling and the use of counseling memoranda that are important to delineate as we commence the training efforts that you will be implementing shortly.

Discussions between a supervisor and a subordinate, commonly referred to as "counseling sessions," have as their overall goal effective communication regarding some specific aspect of employee behavior (or in some instances, overall performance). Unfortunately the terms "counseling" and "counseling memo" have become sensitive terms which stimulate strong reactions among both supervisors and subordinates. However, these discussions represent a necessary and critical aspect of the relationship between supervisors and subordinates. The following is provided as an overview of the counseling process with the goal of enhancing effective counseling.

Counseling represents a conversation or a discussion between an employee and supervisor, usually focusing on a particular component of employee behavior, a specific incident, or in some cases, overall performance or behavior. Counseling is non-punitive, and is intended to be a positive and constructive device aimed at modifying employee behavior. Its purposes include teaching, clarifying, assisting in employee development and setting future expectations and objectives. Counseling involves face-to-face contact. Out of respect to the employee and the process, it should be private and conducted out of the main stream of fellow employee activity. Counseling is but another means of communication in the work-place.

As mentioned, counseling should take place in private, wherever possible. It is meant to allow for a dialogue. The supervisor should state the reason(s) for the session, describing an incident or certain observed behavior, not personality; it describes, does not label; it focuses on what and how things happen, not the "why" of a situation.

The employee should be encouraged to describe his/her position with respect to the purpose or objective of the session. The employee is to be given the opportunity to tell his/her whole story. It is the supervisor's responsibility to listen effectively to the employee's comments. Careful considerations should be given to any personal circumstances the employee may raise that bear a relation to the discussion. The supervisor should also assist the employee in gaining and developing his/her own insight into the incident or problem and to seek his/her own solutions. In conclusion, the supervisor should clearly set forth expectations and standards regarding future behavior and performance. If appropriate, some time frame for review or reassessment may be established.
The process should involve impersonal discussion and avoid labels and conclusions. The exchange should be honest and open. Both the supervisor and the employee should display attitudes of mutual respect.

Follow-up Memoranda:

In some instances the supervisor may feel it necessary or appropriate to underscore a discussion with a memorandum to the employee. Among the reasons for such action are: the importance of clearly setting out future expectations; in response to a trend or pattern of employee behavior that has not been modified by previous discussions; the significance of a particular incident; etc.

Prior to the issuance of a follow-up memo, the supervisor should carefully consider the need for

this action. Not all incidents require counseling, and not all counseling requires the issuance of a memorandum. Supervisors should carefully consider whether discussions related to overall performance would be more appropriately conducted as part of the performance evaluation process. Written communication with an employee (and inclusion in an employee's file) signals a level of formality that is not part of normal, day-to-day communication with an employee. In some instances (e.g., the lack of employee response to other supervisory efforts to change behavior) this signal may indeed be necessary. However, under other circumstances it may unnecessarily formalize the subordinate/supervisor relationship and that action itself may negatively impact the relationship. If necessary, the assessment of the need to issue a memorandum should be discussed with higher levels of supervision and/or the personnel department. Further, consideration should be given to how long such a memo need remain in an employee's personal history folder once the goal of a change in behavior or performance is accomplished.

Once it is determined that a follow-up memorandum is appropriate, the format should follow that of the discussion itself. It should describe the problem or incident, address the employee's position, and clearly establish expectations for the future. Such a memo is nothing more than an understanding of the key points of the discussion which has already taken place.

In order that the memorandum reflect the actual conversation, the use of a form memo is discouraged. Communication of this type is not flexible enough to convey the essence of a conversation, and is often perceived of as too impersonal. Suggested or prepared guidelines (or format) can be considered appropriate, but should not interfere with a true accounting of the discussion.

Of equal importance to the foregoing are the efforts that your office will be making in the training and development of supervisors in the area of employee counseling. With the training of the employee relations field staffs concluded, their work at the facility level will soon take place, thereby actually removing the prohibition against written counseling in each facility. We will soon have available the training package for first line supervisors, thus allowing that last phase of training to begin within the facilities. We appreciate the cooperation that we have received from your staff during this process and are enthusiastic about the anticipated benefits that this training program will provide to supervisors and employees alike. During the implementation of this program we will be ready to assist you in whatever may necessary.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This is to continue and confirm the terms of the Memorandum of Interpretation between the State and PEF, dated May 23, 1984, as set forth below, concerning disputes arising from the termination of probationary employees will continue during the duration of the 2023-2026 State/PEF Agreement.

Memorandum of Interpretation Concerning
Probationary Termination Dated May 23, 1984

I. The Executive Branch of the State of New York and the Public Employees Federation, AFL-CIO have met and conferred regarding the interpretation of Sections 34.1(a) and 34.1(b) of Article 34 of the 1982-85 Agreement between the parties.

II. The parties have agreed that disputes arising from the termination of probationary employees do not fall within either the definition of a "contract grievance" as set forth in Section 34.1(a) or the definition of a non-contract grievance as set forth in Section 34.1(b).

III. Therefore, notwithstanding the fact that such disputes may in the past have been reviewed under the Section 34.1(b) non-contract grievance procedure, the parties agree that any such disputes shall not be subject to any of the provisions of Article 34, Grievance and Arbitration Procedure of the Agreement, except that this Agreement shall not apply to such disputes which are the subject of non-contract grievances properly filed at Step 1 prior to the date of execution of this Memorandum.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

MEMORANDUM OF UNDERSTANDING
between
THE STATE OF NEW YORK
and
THE PUBLIC EMPLOYEES FEDERATION, AFL-CIO
concerning
PAYROLL DEDUCTION OF PEF/COPE CONTRIBUTIONS

Agreement made this 17th day of October, 1986, by and between the State of New York ("State") and the Public Employees Federation, AFL-CIO (“PEF”) in its capacity as representative of employees in the Professional, Scientific and Technical Services Unit and in accordance with the collective bargaining agreement between the State and PEF.

WITNESSETH

WHEREAS, federal law, 2 U.S.C. Section 441b, 11 C.F.R. Section 114, et seq., authorizes a separate segregated fund established by a labor organization to solicit its members and their families for voluntary contributions for the support of candidates for federal office and permits the facilitation of such contributions through a payroll checkoff;

NOW, THEREFORE, it is mutually agreed as follows:

1. PEF, having established a separate segregated fund pursuant to federal law to receive contributions for the support of candidates for federal office only, shall have the right in conformance with all applicable law to the checkoff for such purposes. The fund is known as the New York State Public Employees Federation Committee on Political Education (PEF/COPE). Such PEF/COPE is affiliated with separate segregated funds established by the Service Employees International Union and/or the American Federation of Teachers pursuant to federal law, however any PEF/COPE contributions shall only be for the purposes of federal elections.

2. An employee in the Professional, Scientific and Technical Services Unit who is a member of PEF and who is having union dues deducted from his/her wages may authorize deductions from his/her wages for contribution to the PEF/COPE separate segregated fund ("political contribution deductions") by completing the authorization form annexed hereto which bears the signature of the member and specifies the amount of such deductions that shall be made each payday. Such authorization is entirely voluntary and may be revoked by the employee at any time in writing. The authorization shall remain in effect until the State is notified pursuant to the provisions of paragraph 6 of this Agreement of the revocation of the authorization.

3. Authorizations for political contributions to the PEF/COPE separate segregated fund shall be solicited by PEF strictly in accordance with applicable law and in conformance with paragraph 2 of this Agreement.

4. PEF shall prepare a list of the written authorizations received and such other information, punch cards, computer tapes and any other material in whatever form needed by the State for processing; and it shall transmit such information and material to the State or its designee or designees.

5. The State shall begin making such political contribution deductions in the amounts specified on the authorization forms as soon as practicable after receipt of the items described in paragraph 4 above. Such deductions shall be made from regular payrolls only.

6. All requests for revocation of authorization for political contribution deductions shall be in writing and may be delivered to the Union or the payroll office of the State Comptroller on behalf of the State. The party receiving such written request shall, as soon as practicable, send a copy of such request to the other. The political contribution deductions will cease as soon as practicable after the State has received the appropriate notice.

7. The State shall cause to be transmitted to PEF or its designee on each payday the amounts authorized, as well as a list of employees for whom political contribution deductions have been made and the amounts deducted.

8. PEF shall be responsible for complying with all legal requirements regarding the collection of contributions for the PEF/COPE separate segregated fund for the support of only candidates for federal office. The State shall have no responsibility for or liability in connection with the establishment, operation and maintenance of any such fund and the collection of contributions therefor.

9. Guidelines for contributions may be suggested by PEF, provided that the person being solicited is informed by PEF that the guidelines are merely suggestions and that an individual is free to contribute more or less than the guidelines suggest and PEF will not favor or disadvantage anyone by reason of the amount of the contribution or decision not to contribute.

10. PEF shall submit to the State a separate statement affirming that it is a collecting agent for the PEF/COPE separate segregated fund which is registered with the Federal Election Commission and that such fund is authorized to solicit contributions and make expenditures in accordance with applicable law and giving the name of such fund and evidence of such registration, as well as the names of funds to which it is affiliated.

11. PEF solely shall be responsible for any contribution wrongfully deducted from an employee's wages and transmitted to the PEF/COPE separate segregated fund or to one of the funds to which it is affiliated and solely shall be responsible for refunding such amount to any such employee.

12. If for any reason it is found that the gross amount of a paycheck drawn to an employee must be recalled and redeposited, any deductions from it must necessarily be recovered. Since a deduction made pursuant to this Agreement would already have been forwarded to the Union, the State Comptroller will reduce a check issued subsequently to the Union by the amount of such erroneous deduction.

13. The State, its trustees, its officers, its employees and its agents shall not be liable for any mistake, error of judgment or any other act of omission or commission in the operation of the political checkoff established pursuant to this Agreement. PEF agrees to hold the State, its trustees, its officers, its employees and its agents harmless against any complaint, claim, action, grievance, proceeding or the like arising out of the solicitation, deduction, transmittal or expenditure of said political contributions.

14. Political contribution deductions will be considered last in arithmetical sequence. Where the residual amount of wages after other deductions is less than the full amount of the authorized political contribution deduction, no fractional amount of such deduction will be made or carried over for deduction in any subsequent payroll period.

15. No arrears of any kind or nature will be collected from any employee through the political check off system established pursuant to this Agreement.

For the State:	For PEF:
By:/s/James D. Brown	By:/s/Frank C. Greco
Date: October 17, 1986	Date: October 17, 1986

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

During the negotiation of Article 8 of the 2003-2007 State/PEF Agreement the parties discussed extension of the State's Travel Card program to employees in the PS&T Unit. This letter continues and confirms the basis on which this program operates.

Certain employees are provided with a Travel Card at no cost to them. The card is restricted to use for payment of travel expenses incurred while in travel status in the performance of official duties.

Employees may participate in the program only if they are expected to regularly incur travel expenses on a yearly basis, and participation of any individual employee is subject to agency approval. The program is offered to PS&T Unit employees on the same terms available to other employees, and any changes in the program that may from time to time be made by agreement of the State and Travel Card vendor, or that may be made by the State in connection with its administration of the program, will apply to PS&T employees in the same manner they are applied to other employees. The State will notify PEF of changes in the program that may from time to time be made by agreement of the State and the Travel Card vendor, or that may be made by the State in the administration of the program.

Employees who participate in the program will have the option to discontinue their participation at any time with reasonable advance notice.

Please confirm PEF's agreement with the contents of this letter by countersigning it below.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

In accordance with the discussion of the parties during the negotiation of Article 8 of the 2023-2026 State/PEF Agreement, the following is information concerning meal allowances to be paid to employees in travel status who are not eligible for lodging:

Meal Allowances for Non-Overnight Travel in New York State

I. The Comptroller in accordance with the provisions of Article 8, Section 8.1(c) will establish a schedule of meal allowances for meals which are substantiated by receipts. The schedule will be based on the federal daily meal allowance. Specifically, the federal allowance shall be apportioned into breakfast and dinner maximums on a 20%-80% basis, each rounded to the nearest whole dollar. The total of the breakfast and dinner maximums shall equal the federal daily meal allowance. Should the federal meal allowances be adjusted during the term of the Agreement, the Comptroller shall adjust the State schedule accordingly. The rates include tax and gratuities.

II. When no receipts are submitted for breakfast or dinner, the allowances will be $5 for breakfast and $12 for dinner with no differentials for upstate or downstate locations as established by the Comptroller in accordance with the provisions of Article 8, Section 8.1(c).

NOTE: The rates include tax and gratuities.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will confirm and continue the understandings reached during the course of negotiation of the 2019-2023 State/PEF Agreement.

In connection with these negotiations, we agreed that the State will continue to advise PEF regarding the results of the administration of the job evaluation system; and that PEF will have the opportunity to advise the State of any issues or concerns it may have in this area.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

The following will continue and confirm the understandings on the subject of vacancy posting reached by the parties during negotiation of the 1991-95 State/PEF Agreement.

In order to achieve the advantages of a wide program of vacancy posting, while at the same time assuring that such a program appropriately reflects the operating needs of State departments, agencies and facilities, the State and PEF agree that this subject should be discussed in agency-level and/or local-level labor/management meetings as appropriate. Discussion in such forums is intended to result in the joint development of posting procedures that will meet the needs of both employees and management of the agency or facility at which such discussion takes place.

Any posting procedures developed through such labor/management discussion shall address at least the following issues:

- A definition of the scope of the procedure, including any understandings regarding positions, titles, types of appointments, and/or durations of appointments to which the procedure will be applicable.
- A definition of any positions, titles, types of appointments, durations of appointments and/or special situations for which the procedure is understood by the parties to be specifically not applicable.
- A definition of the organizational and/or geographic distribution of the posting, i.e., facility-wide, all field offices within a certain area, etc.
- A definition of the time period of the posting.
- A definition of the information to be included on the posting notice.

A procedure for the notification of specified PEF representatives when management has determined that a position or vacancy which otherwise would be covered by the posting procedure will be exempted from the procedure.

It is intended by the State and PEF that labor/management discussions should also result in the joint development of a monitoring and reporting process so that both PEF representatives and top management representatives at the local and agency levels can from time to time review implementation of the procedure to be sure it is working effectively. It is not intended that procedures developed through the labor/management process provide for the cancellation of appointments that have been made without the posting procedure having been followed. If labor/management deliberations at any level do not result in the development of a mutually satisfactory procedure, or if after the development of such a procedure one party believes the other is failing to comply with the agreement, that matter is an appropriate subject for discussion at the next higher level of the labor/management process.

For the State:	For PEF:
Michael Volforte	Wayne Spence
Director	President
Office of Employee Relations	Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will continue and confirm our understandings reached during the course of negotiation of the 1991-95 State/PEF Agreement, on the subject of performance evaluation.

The State and PEF acknowledge that performance evaluation is a management prerogative, and that the State has the full and complete authority to exercise its prerogative to evaluate its employees so long as it does so in a manner not inconsistent with the provisions of Section III of the Performance Evaluation MOU.

The parties acknowledge that the performance evaluation system is designed to improve individual and organizational performance and productivity, recognize and reward achievement, and identify needs for training, development, and personnel actions. The parties further acknowledge that the performance evaluation system provides a means for supervisors and employees to communicate with each other about tasks, objectives, and work performance. It provides positive opportunities for supervisors to communicate tasks, objectives, standards, and the manner in which work is to be performed to employees, and to provide feedback and evaluation of employees' performance. It provides employees with positive opportunities to have constructive input into the process by which tasks, objectives and standards are established and, where necessary, to obtain clarification of what tasks and objectives they are required to perform and meet and the standards by which their performance will be rated.

Recognizing the benefits the performance evaluation system can provide to both employees and supervisors, the parties agree that facility-level and agency-level implementation of the performance evaluation system is an appropriate subject for discussion in the labor/management forum. Facility-level and agency-level labor/management committees shall, at the request of either party on such committee, jointly review and address problems arising from local implementation of the performance evaluation system.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter will continue and confirm the understandings of the parties reached in connection with the negotiation of Article 11, Accidental Death Benefit, in the 1999-2003 State/PEF Agreement.

The original intent of the parties in the negotiation of this provision in the 1985-88 State/PEF Agreement, which is otherwise hereby reaffirmed, was modified as follows in regard to eligibility for the tuition benefit set forth in Section 2 of Article 11:

The Section 11.2 tuition benefit was intended to provide assistance to deceased employees' children who would have been dependent on the employee to provide that assistance. Thus it is restricted to eligible dependents until such individuals attain a bachelor's degree or reach the age of 25, whichever is earlier, subject to the following limitations: (a) individuals who enroll before their 21st birthday but experience a break in enrollment of one full semester (or trimester or other normal school term except "summer school") or more will continue to be eligible for the tuition benefit only until they attain a bachelor's degree or reach the age of 23, whichever is earlier; (b) individuals who enroll on or after their 21st birthday who experience a break in enrollment of one full semester (or trimester or other normal school term except "summer school") or more will cease to be eligible for the tuition benefit.

Children of an employee who received an Accidental Death Benefit who are not residents of the State of New York as a result of the employee's work assignment with the State of New York, shall receive from the State a payment equal to the amount of the non-resident tuition cost (up to a maximum of the cost of non-resident tuition for the corresponding semester at the State University) for each semester they are enrolled and in attendance at such college or other unit.

Please confirm that this letter accurately sets forth our understandings on this subject by countersigning below.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Dear Mr. Spence:

This letter will continue and confirm the understanding of the parties reached during discussions on Article 8, Travel, in the 1991-95 State/PEF Agreement with respect to the concept of a centralized travel management system.

Within the overall context of Article 8, PEF acknowledges that the State retains the right to establish a centralized reservation system for employee lodging and transportation arrangements, and to designate specific lodging facilities and transportation modes for locations within and outside of New York State.

Please signify your concurrence with this previously agreed to understanding by signing below.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will continue and confirm our understanding reached during the course of negotiations of the 1991-95 State/PEF Agreement, on the subject of seven-consecutive day vacations.

The parties agree that it is desirable for employees to be afforded the opportunity to take at least one seven-consecutive day vacation (5 working days and 2 pass days) during each calendar year. Should an employee be denied this opportunity, during the term of this Agreement, the employee may request a review of the matter by the Agency Level Labor/Management Committee, and if not resolved there, to the Executive Level Labor/Management Committee.

It is understood that reviews will be afforded only when the employee is denied an opportunity to take a seven-consecutive day vacation during a calendar year. Reviews will not be applicable to situations where an employee was denied only his/her preferred vacation request(s).

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

MEMORANDUM OF UNDERSTANDING
Between
THE PUBLIC EMPLOYEES FEDERATION, AFL-CIO
And
THE STATE OF NEW YORK
Concerning
PARKING LOBA PROCEDURE

The undersigned agree to and understand the following:

1. If an agreement is not reached in Article 19.3 parking fee negotiations within 180 days of their commencement, the dispute shall be submitted to final offer binding arbitration, as outlined below:

   a. A demand may be sent by either party to the local American Arbitration Association (AAA) office, requesting a list of arbitrators. A copy of such demand must be sent also to the other party.

   b. If mutual agreement can be reached on the selection of an arbitrator, the AAA selection procedure will not be necessary. If mutual agreement cannot be reached, the AAA Rules and Procedures regarding the selection of an arbitrator shall govern the selection process.

   c. The arbitrator shall hold hearings on all matters related to the dispute. The parties may be heard either in person, by counsel, or by other representatives, as they may respectively designate. The parties may present, either orally or in writing, or both, statements of fact, supporting witnesses and other evidence and argument of their respective positions. The arbitrator shall have authority to require the production of such additional evidence, either oral or written as desired from the parties and shall provide at the request of either party that a full and complete record be kept of any such hearings, the cost of such record for the arbitrator to be borne by the requesting party. The non-requesting party need only pay the cost of a copy if so desired.

   d. Each party will provide the arbitrator their final offer at the beginning of the hearing, and such offer shall be irrevocable. The arbitrator shall be limited to accepting the final offer of either party, on the issues of monthly rates, daily rate and/or effective date. The arbitrator's decision shall be based solely on the information submitted by the parties.

   e. The arbitrator shall specify the basis for the selection of one final offer over the other.

   f. The arbitrator's determination shall be final and binding, and issued no later than 30 days after the record is closed.

   g. Each party shall be given the opportunity to present its entire case, with the party demanding LOBA proceeding first and the other party second. At the end of the direct testimony, the party demanding LOBA first shall have the option of a closing statement, and the other party shall have the option of the final closing statement. The parties shall have the option of presenting a brief to the arbitrator and/or a factual rebuttal in writing. The brief or rebuttal option shall be chosen by the parties at the conclusion of the hearing, and must be submitted to AAA no later than 15 working days from the close of hearing.

2. The above agreement is limited in scope to disputes regarding parking fee negotiations, and shall not be extended to other disputes, unless mutually agreed by the parties.

3. The arbitrator shall take the AAA oath, and shall place witnesses, if any, under oath.

4. Commencing with the first hearing date, the entire process shall take no longer than 60 calendar days.

For the State:
Joseph M. Bress
Director, Office of Employee Relations
Date: May 12, 1993

For PEF:
Howard A. Shafer
President, Public Employees Federation
Date: May 12, 1993

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will confirm an agreement on behalf of the State and PEF in the negotiations for the 2023-2026 Agreement concerning fee increases for State Fire Instructors.

Notwithstanding the provisions of Article 7.10 of the 2023-2026 Agreement, the provisions for percentage increases in salary over the term of the Agreement will apply to fee schedules currently in effect for the Fire Instructors who are employed by the Office of Fire Prevention and Control.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

MEMORANDUM OF UNDERSTANDING
Concerning Domestic Partnership

This Memorandum of Understanding between the Office of Employee Relations (OER) and the Public Employees Federation (PEF) provides for the continuation of the current New York State Health Insurance Plan (NYSHIP) dependent eligibility criteria utilizing the eligibility/certification requirements described below to include eligibility for the domestic partners of PEF represented State employees effective 30 days after the execution of the 1995-99 collective bargaining agreement or as soon as practicable thereafter.

Definition:

- A domestic partnership is defined as one in which the partners must be 18 years of age or older, unmarried and not related by marriage or blood in a way that would bar marriage, reside together, involved in a committed (lifetime) rather than casual relationship and mutually interdependent financially. The partners must be each other's sole domestic partner and must have been involved in the domestic partnership for a period of not less than one year. The State employee domestic partner may not have a spouse covered under his/her NYSHIP enrollment and still be eligible to cover a domestic partner.

Certification:

- In order to establish that a domestic partnership exists for purposes of obtaining coverage under the NYSHIP, the domestic partners must execute a Domestic Partner Affidavit to be developed by the State in accordance with the guidelines developed by the State Insurance Department, provide proof of cohabitation and provide evidence that an economically interdependent relationship exists between the employee and the domestic partner dependent.
- Proof of cohabitation and economic interdependency shall be required according to the guidelines established by the State Insurance Department and shall verify the existence of the domestic partnership for at least one year prior to the date of application for enrollment in the NYSHIP. Satisfaction of these requirements shall constitute the certification of the domestic partnership for purposes of eligibility for dependent coverage in the NYSHIP.
- If employees fraudulently enroll or continue coverage as domestic partners, they shall be held financially and legally responsible for any benefits paid from the NYSHIP to the domestic partner and may be subject to disciplinary action. Further, any such employee shall forfeit eligibility for future domestic partner coverage.
- A Termination of Domestic Partnership document shall be required should a domestic partner relationship cease. A two-year waiting period shall be required from the date a covered domestic partner dependent is deemed no longer eligible, as evidenced by the filing date of the Termination of Domestic Partnership document, until a new domestic partner can be deemed eligible for coverage.

For the State: For PEF:

Theodore D. Chrimes III Philip DelPiano

Date: October 2, 1995 Date: October 2, 1995

June 6, 2023

Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will continue and confirm the understanding reached during the course of negotiations of the 1995-99 State/PEF Agreement on the subject of the eligibility for extension of health insurance coverage to the domestic partners of PEF-represented State employees.

The Memorandum of Understanding between the State and PEF that outlines the eligibility/certification requirements for domestic partners under the New York State Health Insurance Program (NYSHIP) contains the following language:

"If employees fraudulently enroll or continue coverage as domestic partners, they shall be held financially and legally responsible for any benefits paid from the NYSHIP to the domestic partner and may be subject to disciplinary action. Further, any such employee shall forfeit eligibility for future domestic partner coverage."

The above provision regarding the forfeiture of eligibility for future domestic partner coverage shall be implemented consistent with the established principles of due process contained in 4 NYCRR 73.2(e) which provides that the employee shall receive a written statement of the reasons for disqualification and be afforded an opportunity to make explanation and submit facts in opposition to such action.

Please signify your concurrence with the above stated clarification by signing below.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

MEMORANDUM OF UNDERSTANDING
NEW YORK STATE
OFFICE OF EMPLOYEE RELATIONS
AND THE PUBLIC EMPLOYEES FEDERATION, AFL-CIO
Concerning
LEAVE DONATION/EXCHANGE PROGRAM

The State agrees to continue the Leave Donation/Exchange Program providing for the donation of annual leave credits to employees absent due to long-term personal illness. The intent of this program is to assist such employees who, because of long term illness, have exhausted their accrued leave credits and are subject to a severe loss of income during a continuing absence from work.

- Donations may be made by PEF-represented employees to other PEF-represented employees who meet the following eligibility requirements:
  - are employed in any agency;
  - are subject to the Attendance Rules of the Department of Civil Service, or agency attendance rules established pursuant to Section 136 of the Civil Service Law, or the attendance rules established by the Education Commissioner's Regulations (Chapter 7 of the Regulations of the Commissioner of Education pursuant to Sections 4307 and 4354 of the Education Law), and are otherwise eligible to earn leave credits;
  - are absent due to a non-occupational, personal illness or disability for which they have submitted (and continue to submit as requested) medical documentation satisfactory to management;
  - have exhausted all leave credits;
  - are expected to be absent for at least two bi-weekly payroll periods following exhaustion of leave credits or sick leave at half-pay; and,
  - must not have had any disciplinary actions, or unsatisfactory performance evaluations within their last three years of State employment.
- Recipients do not earn leave credits or accrue eligibility for sick leave at half-pay while using donated credits.
- Donations can be utilized in full-day units upon exhaustion of all leave credits prior to sick leave at half-pay, or in full or half-day units upon exhaustion of their sick leave at half-pay eligibility.
- Donations can be made from annual leave only.
- Donations must be made in full-day (7.5 or 8 hours) units.
- An employee's continuing eligibility to participate in the program will be reviewed at least every 30 days.
- Employees can be terminated by operation of law, rule or regulation, even if they have received donations that would carry them on the payroll beyond the termination date. (Examples include layoff, termination of temporary employment, and termination under Section 73 of the Civil Service Law after one continuous year of absence.)
- The employee, co-workers or local union representatives may solicit donations; the employing agency does not solicit donations.
- Donor identity is kept strictly confidential.
- Donors must retain a minimum balance of at least 10 days of annual leave standing to their credit after making a donation.
- Donors cannot donate vacation that they would otherwise forfeit.
- Donations made across agency lines shall be used prior to donations made within an agency. Donated credits not used by recipients are returned to donors, provided the donor is employed in the

same agency as the recipient. Donated credits from employees outside the agency will not be returned.

- ➢ The Personnel/Payroll Office of the employing agency or facility will be responsible for verifying medical documentation, reviewing eligibility requirements, approving and processing donations, confirming employee acceptance of donations, and transferring credits.
- ➢ The program will not be subject to the grievance procedure.
- ➢ Leave Donation Exchange

The following provisions allow for PEF-represented employees to participate in the voluntary donation or receipt of accrued vacation credits with other bargaining units or M/C employees:

- Vacation credits may only be donated, received, or credited between employees who are deemed eligible to participate in an authorized leave donation program, provided that there are simultaneously in effect a Leave Donation Exchange Memorandum of Agreement between the Office of Employee Relations and the employee organizations representing both the proposed recipient and the proposed donor, or applicable attendance rules for managerial and confidential employees.
- The donations are governed by the provisions of the program applicable to the donor; receipt, crediting and use of donations are governed by the provisions of the program applicable to the recipient.

For the State:	For PEF:
Michael Volforte	Wayne Spence
Director	President
Office of Employee Relations	Public Employees Federation

Date: June 6, 2023

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter continues and confirms the mutual understandings which were reached by the parties concerning electronic communications during negotiations of the 1999-2003 Collective Bargaining Agreement between the State and the Public Employees Federation.

1. An agency, department or facility may enter into labor/management agreements consistent with Article 4, Employee Organization Rights, and Article 24, Labor/Management Committees Process, for the following purposes:

(a) to permit union access to an electronic bulletin board under the terms set forth in 2(a) below; and/or

(b) to permit union use of e-mail for labor/management purposes under the terms set forth in 2(b) below.

2. (a) Electronic Bulletin Boards: A labor/management agreement concerning union access to an electronic bulletin board must comply with the provisions of Article 4.3(a), Bulletin Boards.

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

(1) to communicate with management and/or other union representatives regarding labor/management committee matters, including preparation for meetings, and transmittal of draft or final minutes, meeting agendas or any material directly related to issues under discussion; and/or

(2) to communicate with members regarding labor/management agendas and minutes.

3. Other access by the union or its representatives to electronic resources, such as e-mail of the State, or agency, department or facility thereof, by and between union representatives and/or union members shall be discussed in a Statewide Labor/Management Committee established specifically for that purpose.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will confirm our agreement reached during the course of negotiations of the 2023-2026 Agreement to continue the current pre-tax transportation benefit program, including the recently implemented pre-tax parking benefit for parking not provided by the State, including all benefits, terms and conditions which currently exist in these programs, which are offered to state employees pursuant to Internal Revenue Code, 26 U.S.C. §132 and related regulations. Such benefits provide employees an opportunity to pay for expenses incurred in commuting between work and home.

In addition, this will confirm the mutual understandings reached by the parties during the negotiations for the 2023-2026 collective bargaining agreement regarding a pre-tax parking benefit.

Due to the complexity of issues associated with pre-tax parking and the potential applicability to different employee groups, the parties agreed to continue engaging on this issue through a joint labor-management committee. Through this committee, the parties agreed to engage relevant stakeholders in the State, including the Division of Budget and Office of State Comptroller, with the express goal of examining the legality, practicality and financial impacts of taking deductions for employer-provided parking on a pre-tax basis and making a recommendation to the President of PEF and the Director of OER. Where the President and Director agree, those recommendations shall be implemented.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This is to continue and confirm our agreement, reached during the negotiations of the 1999-2003 Agreement, on the following modification to the Disabled Lives Reserve:
Effective October 1, 2000, the requirement for enrollees who are totally disabled on the date coverage ends will be reduced to 90 days under both the Empire Plan Medical and Mental Health/Substance Use Programs. Any individual already receiving benefits prior to October 1, 2000 will be covered under the current 18 month Disabled Lives provision for the Empire Plan Medical and Mental Health/Substance Use Programs.

Please sign below to indicate your agreement with the modification as presented above.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This is to continue and confirm our agreement, reached during the negotiations of the 1999-2003 Agreement, regarding the following modifications to the Empire Plan Benefits Management Program:

1. Effective on the above date, or as soon as practicable thereafter, Medical Case Management (MCM) will be provided by the Home Care Advocacy Program (HCAP) except in those instances where the patient is being transferred from an acute hospital setting to a "step down" or rehabilitation facility. In those cases, MCM will be managed by the hospital carrier.
2. Effective on the above date, or as soon as practicable thereafter, the Prospective Procedure Review (PPR) will be transferred to the Empire Plan Medical Carrier. In addition, effective October 1, 2000 or as soon as practicable thereafter, the PPR penalty will apply to designated services regardless of the setting (i.e., hospital outpatient, free-standing facility or physician's office).
3. Effective as soon as practicable, the hospital pre-admission, concurrent review and discharge planning of inpatient hospital admissions will be performed by the hospital carrier.
4. Effective October 1, 2000, or as soon as practicable thereafter, preadmission certification and concurrent review will be required for all Skilled Nursing Facility (SNF) admissions. Effective as soon as practicable thereafter, the SNF pre-admission and concurrent review will be performed by the hospital carrier.

Please review the above list and sign below to indicate your agreement.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This is to continue and confirm our agreement, reached during the negotiations of the 2007-2011 Agreement, regarding Article 9, Section 9.26 of the Agreement. Section 9.26 provides Vision Care Plan benefits to eligible PS&T Unit employees and their dependents. In addition to those benefits, the Vision Care Plan administrator will continue to make available to covered enrollees the following non-plan frames, lenses or services from participating providers at the discounted cost in effect on April 1, 2007:

Premier Frames
Photosensitive Lenses Single Vision (Plastic)
Photosensitive Lenses Multi Vision (Plastic)
Reflection Free Coating
Progressive Addition Lenses
Blended Invisible Bifocals
Polycarbonate Lenses (for adult enrollees)
Polaroid Lenses
High Index Lenses
Scratch Protective Coating
Other Add-Ons and Services

There will be no additional cost to the State for these non-plan frames, lenses or services. Effective January 1, 2009 the list of discounted service shall be modified as follows:

Frames Exceeding the $130 Plan Allowance
Photosensitive Lenses Single Vision (Plastic)
Photosensitive Lenses Multi Vision (Plastic)
Reflection Free Coating
Polaroid Lenses
High Index Lenses
Scratch Protective Coating
Other Add-Ons and Services

Please review the above list and sign below to indicate your agreement.

For the State:	For PEF:
Michael Volforte	Wayne Spence
Director	President
Office of Employee Relations	Public Employees Federation

MEMORANDUM OF AGREEMENT
Between
OFFICE OF EMPLOYEE RELATIONS
And
PUBLIC EMPLOYEES FEDERATION, AFL-CIO

SUBJECT: Telecommuting in New York State Agencies

INTRODUCTION

Advances in technology in the workplace have led to the exploration of determining how best to utilize these advances to diminish air pollution and highway congestion created through commuting. Two recent New York State statutes, the New York State Clean Air Compliance Act of 1993 and the State Telecommuting Act of 1993, identify "telecommuting" as one of a number of alternative methods for achieving a reduction in the number of single-occupant vehicles traveling to the worksite. Studies have also shown that implementation of telecommuting programs has increased the ability of the employer to attract and retain valuable employees and improve productivity.

The Public Employees Federation (PEF) and the Office of Employee Relations (OER) support and encourage this exploration of advanced technology in the workplace through telecommuting projects. Because of the work force and workplace ramifications, PEF and OER believe that telecommuting programs should be developed in the agency labor/management process, within the context of the principles detailed in this Memorandum of Agreement. To that end, within nine months of ratification of the 2019-2023 Agreement, each agency shall develop and implement a telecommuting policy consistent with operational needs and this Memorandum of Agreement. Further, the parties agree that the availability and success of telecommuting programs are of sufficient importance that an Executive Labor/Management meeting shall be convened at least once annually during the term of this agreement to assess existing programs and make recommendations to agencies where PEF and OER mutually agree that such programs can be improved to the mutual benefit of employees and their agencies.

The following is an Agreement reached between the State of New York Office of Employee Relations and the Public Employees Federation on telecommuting. Its purpose is to:

1) support development and implementation of telecommuting programs to address both environmental and worklife concerns; and,

2) establish bilateral guidelines designed to protect the rights of employees involved in telecommuting projects and offer managers the necessary flexibility to operate a successful telecommuting program.

TERMS OF AGREEMENT

I. Representation

- *No permanent employee will be laid off solely and only as a direct result of their or their agency's participation in a telecommuting project.*
- While an agency is free ultimately to determine if and where within the agency telecommuting is programmatically feasible, each agency shall develop a telecommuting policy. *The specifics related to employee involvement in the telecommuting program, including where telecommuting is programmatically feasible, must be developed in the agency labor/management forum.*
- Each telecommuting policy must contain a finite term. The parties shall meet in the labor/management forum no less than 60 days prior to termination of any telecommuting policy.
- This agreement does not waive any rights PEF has under the Taylor Law or any applicable statutes to negotiate over terms and conditions of employment.

II. Administrative/Programmatic Issues

- *Employee participation in a "telecommuting" project is voluntary*.
- Telecommuting is defined as a formal, working arrangement of specified duration which designates a specific number of days per workweek or payroll period that employees will work from their home or other alternate site.
- A range of tasks and functions might be considered appropriate for telecommuting (e.g., reading, report writing, etc.). Equipment, supply needs, and the responsibilities of both the employee and the employer should be specified within the parameters of the telecommuting program.
- Objective, consistently applied employee selection criteria based on operating needs and employee interests will be utilized. Generally, open application of volunteers in all suitable job titles should be allowed.
- Telecommuting programs shall include a review process, beyond the supervisor level, for employees who volunteer and are denied. An employee not selected will be made aware of reasons for non-selection.
- *A procedure for the employee's withdrawal from the telecommuting program will be established by mutual agreement between PEF and the agency.* A recommended standard is a 30-day notice by either the employee or the agency unless there is a mutual agreement on a shorter period or if an emergency exists.
- Telecommuting assignments should be consistent with the employee's normal workday, job duties, and responsibilities, and should be clarified with the employee prior to commencement of the telecommuting assignment. The Public Employees Federation and the agency should jointly monitor the program.
- Appropriate transitional training for both the telecommuting employee and their supervisor should be provided to assist in the transition to partial off-site work. This training should include, but not be limited to, potential increased or reduced employee cost resulting from telecommuting. *The union must be offered an opportunity to review training curriculum and may attend during general presentations.*
- Agencies, to the greatest extent possible, should allow flexibility in the employee's choice of which and how many days to telecommute per pay period or per week.

III. Conditions of Employment

- All current law, rule, regulation, and contract provisions remain in effect for those employees who volunteer to participate in a telecommuting project, except as they may be modified by written agreement between OER and PEF.
- All telecommuting programs shall include procedures by which the work to be performed offsite is assigned and the manner in which the offsite work will be managed.
- *Reasons for and notice of access to the employee's home worksite must be discussed and developed in the labor/management forum.* Participating employees must be made aware of such arrangements prior to beginning a telecommuting assignment.
- Injuries occurring while the employee is working at home, whether on State equipment or employee owned equipment, should be considered work-related injuries subject to concurrence by the Workers' Compensation Board and the State Insurance Fund.

IV. Fiscal Impact on Employees

- Employees are responsible for safeguarding State equipment. Employee's liability for State equipment damaged or stolen in/from the employee's home will be determined

by investigations of the circumstances of the damage or theft. In each case, PEF will be notified of such investigations. *Employees will not incur any financial liability unless found to be negligent; however, no disciplinary action will result from such a finding.*

- All current overtime provisions remain applicable for employees volunteering to telecommute. If allowed, a telecommuting employee can only work overtime that has been properly authorized by an appropriate agent of the appointing authority.

V. Grievability

- Any dispute arising from the interpretation of this Agreement may be submitted through Step Three of the State/PEF grievance process. However, those sections or phrases hereof that are set in italic print and underlined may proceed through Step Four of the grievance process in accordance with the provisions of Article 34 of the State/PEF Agreement.
- The term "developed," as used in this Memorandum of Agreement, is meant to be read in the context of the meet and confer labor/management process.

VI. Duration

- At the request of either party, this Agreement shall be subject to review and can be amended upon mutual agreement.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

The following continues and confirms the understanding reached by the parties during negotiation of the 2007-2011 Agreement with respect to extraordinary circumstances:
During the term of this Agreement, the Director of the Office of Employee Relations and the President of the Public Employees Federation, or their designees, shall meet in Executive Labor/Management to discuss the issue of State policy on extraordinary circumstances.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will continue and confirm our mutual understanding with respect to the use of electronic recognition systems during negotiations of the 1999-2003 Agreement.

Electronic recognition systems may be used for operational and programmatic purposes, including but not limited to improving health and safety at State work locations. Use of such systems for operational and programmatic purposes does not violate Article 12.17 of this Agreement. The State affirms that data from such electronic recognition systems will not be used for any time and attendance purposes.

The parties recognize that, due to emerging technology, there may come a time when current methods of maintaining time records could be replaced by electronic recognition systems. During the course of negotiations, issues were raised regarding the use of such electronic recognition systems for purposes related to maintenance of time records under Article 12.17. These issues are of such significant concern that review at the Executive level is required. During the last two years of the 1999-2003 Agreement, the Director of the Office of Employee Relations and the President of the Public Employees Federation or their designees shall meet for such a review.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter confirms the understandings of the parties reached during the negotiation of Article 17, Out-of-Title Work, and Article 34, Grievance Procedure, of the 2015-2016 State/PEF Agreement.

The parties agreed that during the life of this Agreement, we will jointly study and discuss the administration of the Article 17 and the Article 34 grievance processes. This endeavor will be designed to identify areas where delays exist that may be expedited either through development and implementation of more efficient administrative procedures during the life of this Agreement, or through possible changes to contract language during the next round of negotiations.

Areas to be addressed shall include, but are not necessarily limited to:

1. Tracking the amount of time agencies take to process grievances, in particular, the time to issue Article 17 Step Two decisions;
2. Developing an updated grievance form for use in the Article 34 grievance process; and,
3. Identifying administrative efficiencies in the grievance processes.

The parties have further agreed that, beginning one month after ratification, the parties will begin using the revised Article 17 grievance form and the Director of Classification and Compensation will make reasonable efforts to give priority to the assignment and review of grievances which have been sustained at Step 2 and advanced directly to the Director of Classification and Compensation for review.

Please confirm that this letter accurately sets forth our understandings on this subject by countersigning below.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will continue and confirm our understanding reached during the course of negotiations of the 1999-2003 State/PEF Agreement, on the subject of Institution Teachers.

1. Sick Leave Accrual Rate

Full-time teachers shall be guaranteed the opportunity to earn sick leave at an amount equivalent to that which could be earned in 22 pay periods. This is a guaranteed opportunity to earn the above stated amount of sick leave, not a guarantee that an employee will actually earn that amount. An employee will still have to meet the eligibility requirements to earn sick leave each pay period. Mechanically, this would be accomplished by an employee continuing to earn sick leave at his/her current sick leave accrual rate with an annual adjustment on the employee's anniversary date.

2. Nothing in Article 26 or this side letter shall change the September 1-June 30 school year.

For the State:

Michael Volforte
Director
Office of Employee Relations

For PEF:

Wayne Spence
President
Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

The following continues and confirms the understandings reached during the course of negotiations of the 2007-2011 Agreement on the Leave Adjustment Pilot Program available to eligible part-time annual salaried employees scheduled to work additional hours beyond their payroll percentage. Effective upon ratification, this program will no longer be a pilot. Agencies must set up a procedure to review time records to provide the negotiated benefit described below.

Eligibility

The provisions of this Program apply to eligible part-time annual salaried employees scheduled to work hours in excess of their payroll percentage.

In order to participate in this Program, part-time annual salaried employees must be employed to work a schedule equated to their payroll percentage which entitles them to earn leave credits under the Attendance Rules (either five days per week or at least half-time per biweekly pay period), not including the additional time worked above their payroll percentage.

"Employed to work a schedule" that entitles the employee to earn leave credits under the Attendance Rules means that the schedule assigned to the employee qualifies for the earning of leave credits under the Attendance Rules. The employee need not actually work that schedule each pay period in order to remain eligible. The employee may be on paid or unpaid leave from a qualifying schedule.

The additional time worked cannot be counted to qualify an otherwise ineligible employee to earn leave credits under the Attendance Rules. Leave credits can be granted for additional time worked only as described in this Program to part-time annual salaried employees already eligible to earn leave credits under the Attendance Rules for their work schedule equated to their payroll percentage.

For example, an employee with a payroll percentage of 40% and corresponding work schedule of four days per pay period cannot participate in the Program even though the employee works additional time for a fifth day each pay period because the employee's work schedule based on his/her payroll percentage is not a qualifying schedule. On the other hand, an employee with a payroll percentage of 50% earns leave credits under the Attendance Rules based on the work schedule corresponding to his/her payroll percentage and is eligible to be granted vacation, sick leave and personal leave adjustment credits for additional time worked beyond his/her 50% schedule under this Program.

Participating employees are not eligible to be credited under this Program for additional hours worked in excess of the normal 37.5 or 40-hour workweek.

Vacation and Sick Leave

1. Agencies must review the additional time worked by eligible part-time annual salaried employees twice a year, for payrolls 1-13 and for payrolls 14-26. Additional vacation and sick leave will be credited within 60 days after the end of payroll period 13 and within 60 days after the end of payroll period 26.
2. Agencies must credit eligible employees with vacation and sick leave adjustment credits proportional to the additional hours worked during the 13 pay periods under review.

Sick Leave Adjustment Credits

An employee must have worked a minimum of five (5) hours of additional time above the number of hours equated to his/her payroll percentage to earn an additional one-quarter (1/4) hour of sick leave. Eligible employees are credited with one-quarter (1/4) hour of sick leave for every five (5) hours of additional time worked during the thirteen pay periods under review. For this purpose, time worked

includes time charged to leave credits (see (3) below).

Vacation Adjustment Credits for Employees Who Accrue at the Thirteen-Day Rate

An employee who earns vacation at the 13-day rate must have worked a minimum of five (5) hours of additional time above the number of hours equated to his/her payroll percentage to earn an additional one-quarter (1/4) hour of vacation. Eligible employees are credited with one-quarter (1/4) hour of vacation for every five (5) hours of additional time worked during the thirteen pay periods under review. For this purpose, time worked includes time charged to leave credits (see (3) below).

Vacation Adjustment Credits for Employees Who Accrue at the Twenty-Day Rate

An employee who earns vacation at the 20-day rate must have worked a minimum of three and one quarter (3.25) hours of additional time above the number of hours equated to his/her payroll percentage to earn an additional one-quarter (1/4) hour of vacation. Eligible employees are credited with one-quarter (1/4) hour of vacation for every three and one quarter (3.25) hours of additional time worked during the thirteen pay periods under review. For this purpose, time worked includes time charged to leave credits (see (3) below).

When an employee's seventh anniversary date falls during the 13 pay periods under review, the employee will be credited with vacation adjustment credits at the 13-day rate for those 13 pay periods and thereafter will be credited with vacation adjustment credits at the 20-day rate.

Some examples follow:

A.1. During payroll periods 1-13 of 2005, a half-time PS&T unit employee with three years of creditable service works a total of 80 hours beyond her normal half-time schedule. This employee would be credited with an additional four (4) hours of vacation and four (4) hours of sick leave within 60 days after payroll period 13. (80 hours of additional time worked divided by 5 hours = 16 five-hour segments multiplied by .25 hour credited for each 5 hours of additional time worked = four (4) hours of additional vacation and four (4) hours of additional sick leave.)

A.2. During payroll periods 14-26 of 2005, this employee works 155 hours above her payroll percentage and earns 7.75 hours of additional vacation and 7.75 hours of additional sick leave. (155 hours divided by 5 hours = 31 five-hour segments multiplied by .25 hour credited for each 5 hours of additional time worked = 7.75 hours of additional vacation and 7.75 hours of additional sick leave credit.)

B.1. During payroll periods 1-13 of 2005, a half-time PS&T unit employee with ten years of creditable service works a total of 80 hours beyond her normal half-time schedule. This employee would be credited with an additional six and one quarter (6.25) hours of vacation and four (4) hours of sick leave within 60 days after payroll period 13. The vacation is calculated as follows: 80 hours of additional time worked divided by 3.25 hours = 24.62 three and one-quarter hour segments multiplied by .25 hour credited for each 3.25 hours of additional time worked = 6.15 hours. Rounding to the nearest quarter hour, the employee receives 6.25 hours of additional vacation. The sick leave is calculated as described in example A.1 above.

B.2. During payroll periods 14-26 of 2005, this employee works 155 hours above her payroll percentage and earns 12 hours of additional vacation and 7.75 hours of additional sick leave. The vacation is calculated as follows: 155 hours divided by 3.25 hours = 47.69 three and one quarter hour segments multiplied by .25 hour credited for each 3.25 hours of additional time worked = 11.92 hours. Rounding to the nearest quarter hour, the employee receives 12 hours of additional vacation. The sick leave is calculated as described in example A.2. above.

3. Employees must charge accruals on the basis of the total number of hours the employee is scheduled to work on a given day, beginning with the first day following the payroll period in which the employee is first credited with additional vacation and sick leave under this Program. Until the first time the employee is credited with additional vacation and sick leave, the employee who takes a day off charges credits only to cover the normal schedule corresponding to the payroll percent and not to cover any additional scheduled hours. The employee simply does not receive pay for those additional hours.

Beginning with the pay period after being credited for the first time with additional vacation and sick leave, the employee is required to charge credits for all scheduled hours on a given day, including any additional scheduled hours, and therefore receives pay for those additional hours.

For example, a 50 percent employee on the administrative payroll cycle who works 20 hours per week, four hours per day, begins working additional time for the first time in pay period 1 in fiscal year 2005-2006. On November 1, 2005, the employee takes a day of sick leave, charges 4 hours to cover his normal schedule, and receives 4 hours pay for the day even though he was scheduled to work additional time on that day. On November 2, 2005, the last day of a pay period, the employee is credited for the first time with additional vacation and sick leave under this Program for pay periods 1 through 13. On November 4, 2005, the employee takes a day of vacation. His work schedule on that day is 8 hours, including 4 hours of additional time. He is required to charge 8 hours to cover his full schedule, and receives 8 hours pay for the day.

4. Vacation and sick leave adjustment credits must be added to the employee's regular vacation and sick leave balances. Employees continue to be subject to a prorated sick leave maximum, and to a prorated vacation maximum on April 1 of each year, based on their payroll percentage. Employees who separate from State service receive a lump sum payment for unused vacation of up to 30 prorated days based on their payroll percentage. Separating employees should be credited as of the date of separation with any additional leave to which they are entitled under this Program so that such leave can be included in the vacation lump sum payment and, for retirees, in the calculation of retirement service credit and the sick leave credit for health insurance in retirement, subject to applicable maximums based on the employee's payroll percentage.

Personal Leave

1. Agencies must review the additional time worked by eligible part-time annual salaried employees once a year. Employees who work additional time will be credited with personal leave adjustment credit once a year on the personal leave adjustment date. The personal leave adjustment date will not change if the employee is not in pay status on that date. The personal leave adjustment date will be May 30, following the end of each April 1-March 31 fiscal year.

2. Agencies must credit eligible employees with personal leave adjustment credits proportional to the number of additional hours worked during the 26 pay periods under review. An employee must have worked a minimum of 13 hours of additional time above the number of hours equated to his/her payroll percentage to earn an additional one-quarter (1/4) hour of personal leave. Eligible employees are credited with one-quarter (1/4) hour of personal leave for every 13 hours of additional time worked during the 26 pay periods under review. For this purpose, time worked includes time charged to leave credits.

For example, during the period April 1, 2005 through March 31, 2006, a PS&T unit employee works a total of 235 hours beyond her payroll percentage and earns 4.50 hours of personal leave adjustment time. (235 hours of additional time worked divided by 13 hours = 18.08 13-hour segments multiplied by .25 hour credited for each 13 hours of additional time worked = 4.52 hours. Rounding to the nearest quarter hour, the employee received 4.50 hours of personal leave adjustment credit.)

3. Employees must charge accruals on the basis of the total number of hours the employee is scheduled to work on a given day beginning with the first day following the pay period in which the employee is first credited with additional vacation and sick leave credits under this Program (see Vacation and Sick Leave (3) above.)

4. Personal leave adjustment credits accrued as a result of additional time worked will be kept in a separate leave category called "Personal Leave Adjustment."

5. An employee will have 12 months from the personal leave adjustment date to use personal leave adjustment credits. Unused leave will lapse at close of business on the day prior to the personal leave adjustment date.

6. If the payroll percentage of an eligible employee changes (i.e., 50% to 75%, 50% to 100%, etc.) the employee's unused regular personal leave balance will be converted to days based on the new percentage. Personal leave adjustment time will not be carried forward.

Additional Issues

Agencies or facilities may develop procedures in local labor/management regarding access during the 60-day recording period, in cases of special need for leave, to vacation, sick leave and personal leave adjustment credits earned but not yet recorded.

The parties shall develop guidelines for application of this program to PS&T Unit members employed to work on a part-time basis in ten-month items as soon as practicable upon ratification of the 2023-2026 State/PEF Agreement. Such guidelines shall be applicable to all agencies employing ten-month employees on a part-time basis.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter will continue and confirm the understandings of the parties reached during the negotiation of the 2003-2007 Agreement between the State of New York and the Public Employees Federation regarding the Work-Life Services Programs.

The parties recognize the mutual benefits of programs designed to assist employees with personal problems that affect their performance on the job and help balance work and family responsibilities. Accordingly, a single multi-union labor/management advisory board shall be established to ensure the coordination of benefits available to employees through the Work-Life Services Programs mutually agreed to by the parties.

This letter will also continue and confirm the understanding reached by the parties during negotiation of the 2016-2019 Agreement concerning Employee Assistance Program (EAP) Coordinators. The parties agree that ensuring employees have adequate and timely access to EAP Coordinators is an important priority. The parties shall develop and implement strategic outreach to educate NYS agencies and employees about available EAP services, and ensure accurate EAP Coordinator contact information is readily available to employees who wish to contact a Coordinator. The Advisory Board shall meet and discuss the establishment of EAP Coordinator-to-employee ratios, release time minimums, and multi-agency EAP Coordinators, and other strategies to ensure the existence of a robust and accessible EAP Coordinator network.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

Memorandum of Understanding
Between
The State of New York
And
The Public Employees Federation
For
Triage and Expedited Arbitration

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

The State and PEF hereby agree to continue the triage and expedited arbitration procedure, in accordance with the terms set forth below.

The triage and expedited arbitration procedure shall be governed by the following provisions:

(1) To provide a more expeditious alternative to the traditional grievance and arbitration procedure, contract grievances appealed to Step 4 shall be heard by a single Select Arbitrator in triage and expedited arbitration. However, each party reserves the right, to be exercised at any time, to have grievances resolved through the traditional grievance and arbitration process.

(2) At triage, the parties shall be represented by staff or counsel who shall have full authority to settle, withdraw, or otherwise resolve the grievance for that party. At triage, the parties may present relevant documents, offers of proof, and/or argument to the Select Arbitrator. However, no testimonial evidence shall be presented at triage.

(3) At triage, following presentations by the parties, the Select Arbitrator shall advise the parties as to whether the grievance should be settled, withdrawn or otherwise resolved or whether it should be pursued to expedited arbitration. If the parties are interested in settlement of the grievance, the Select Arbitrator may explore possible terms for settlement of the grievance with the parties. Upon agreement of the parties, the Select Arbitrator shall also have full authority to issue a decision and award based on a stipulated record at triage or a consent award.

(4) If an evidentiary hearing is necessary, the grievance shall be scheduled for expedited arbitration before the Select Arbitrator on the next available hearing date, subject to the availability of witnesses. At triage, the Select Arbitrator shall discuss with the parties and identify the specific issue(s) to be arbitrated and, to the extent possible, the specific witnesses who shall testify at expedited arbitration. Relevant documentary evidence produced at triage and relevant facts not in dispute, as established at triage, shall be included in the record for expedited arbitration.

(5) At expedited arbitration, the Select Arbitrator shall only take testimonial and/or documentary evidence relevant to those facts which remain in dispute. Expedited arbitrations shall not exceed one (1) day except in extraordinary circumstances. Except by agreement of the parties, or in exceptional cases as determined necessary by the Select Arbitrator, no written briefs will be filed. Opening and closing statements will be permitted. The Select Arbitrator shall render a written decision and award no later than two (2) weeks after the close of the record in a hearing.

(6) The Select Arbitrator shall have full authority to resolve all procedural and substantive contractual issues and to fashion an appropriate remedy but shall have no authority to add to, subtract from, or modify the terms or provisions of this Agreement. The Select Arbitrator shall confine the award solely to the application and/or interpretation of this Agreement. All awards of the Select Arbitrator at both triage and expedited arbitration shall be final and binding on the parties in the context of the specific dispute at issue, consistent with the provisions of CPLR Article 75. However, all settlements, withdrawals, consent awards and/or decisions and awards of the Select Arbitrator shall not be precedential in other grievances, unless specifically agreed to by the parties. Furthermore, all decisions and awards of the Select Arbitrator shall not be submitted in any other grievances or arbitrations (including expedited grievances and arbitrations) unless the parties mutually agree otherwise. However, the Select Arbitrator shall take notice of all relevant prior arbitration decisions.

(7) The Select Arbitrator shall allocate four (4) days per month for triage and/or expedited arbitration, unless the parties mutually agree to reduce the total number of days scheduled for triage and expedited arbitration before the Select Arbitrator in a given month. These days shall be allocated between triage and expedited arbitration by agreement of the parties. All fees and expenses of the Select Arbitrator shall be divided equally between the parties.

(8) Nothing herein shall preclude or otherwise limit the parties from discussing and exploring possible settlement of grievances in anticipation of, or as an alternative to, triage.

(9) The parties shall jointly select the Select Arbitrator for triage and expedited arbitration who shall be appointed for a term of one (1) year with an option to renew. The Select Arbitrator may be removed by either party by notice to the other party at least sixty (60) days prior to the conclusion of his or her term of service. In the event of the removal of the Select Arbitrator, the parties shall mutually select a new Select Arbitrator to serve.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

Date: June 6, 2023

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

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

Dear Mr. Spence:

This letter confirms the understandings reached by the parties during negotiations of the 2007-2011 State/PEF Agreement regarding Long-Term Seasonal Employees. Long-Term Seasonal Employees are an important component of New York State's workforce. The Office of Parks, Recreation and Historic Preservation and the Department of Environmental Conservation have the largest number of such employees. The following benefits will be extended to the long-term seasonal employees within the Office of Parks, Recreation and Historic Preservation and the Department of Environmental Conservation.

Effective upon ratification of this Agreement a lump sum award of $500 will be payable in the first pay period of each fiscal year of the 2023-2026 Agreement to an employee who has had at least 1500 hours in pay status in seasonal positions during each of the previous five years.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will confirm our understanding reached during negotiation of the 2023-2026 Agreement regarding the Special Assignment to Duty Pay Pilot Program.

This pilot program will end on April 1, 2026 unless continued by mutual agreement of the parties.

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

Duty Assignments

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

I. Highway infrastructure (roads/bridges): maintenance, repair, replacement, new construction, construction inspection, and bridge inspection
II. Truck inspection
III. Traffic monitoring
IV. Pavement and soil testing
V. Culvert inspection
VI. Survey operations

Assignments that exclusively require operation of a motor vehicle (driving) are not eligible for Special Assignment to Duty Pay unless it is integral to assignments described above that are conducted within the highway ROW. In addition, commuting to and from the work location/project site is not eligible for Special Assignment to Duty Pay.

Benefit

Effective April 2, 2007, employees who routinely work in the duty assignments outlined above at least one-third (1/3) or more of time actually worked in a calendar year are eligible for an annual lump sum payment of $500. Effective April 2, 2023, such amount shall be increased to $750. Such payment will be made in the last pay period in the Fiscal Year following the calendar year in which the assignment was performed. Assignment to such duties is the sole prerogative of management in accordance with present policies and procedures.

This benefit will not be paid if during the eligibility period, 1) an employee is formally disciplined for either violations of safety rules or policies or for conduct relating to an unsafe act or, 2) an employee fails to meet expectations regarding a safety-related standard as part of the routine performance evaluation program.

For purposes of this section, an employee is deemed to have been formally disciplined for the

specified reasons if any of the following conditions occurred: a Notice of Discipline was settled within 12 months of the date of payment, or the employee has been found guilty of the Notice of Discipline within 12 months of the date of payment. It does not include Notices of Discipline regarding anything other than the subject matter specified above, nor any dismissed by an arbitrator or withdrawn by the appointing authority. In addition, unsatisfactory performance ratings, which are reversed on appeal, will require payment of the benefit.

This pilot program is not subject to the grievance procedure.

Qualifying Process

At the conclusion of the calendar year, management will produce documentation to support which employees are qualified for this benefit. Employees determined by management to be qualified for this benefit will be notified in writing by management no later than 45 days following the conclusion of the calendar year. Any employee determined not qualified may request, in writing, and will receive, in writing, an explanation of the reasons for such determination and the basis for this determination. Any relevant information submitted by employees challenging their exclusion will be considered by management if such information is submitted no later than March 15, or 14 days after receipt of management's written explanation for the exclusion, whichever is later. A final determination will be made by management within 45 days following receipt of the information from employees. This qualifying process and any subsequent review is not grievable.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter confirms the understandings reached by the parties during negotiation of the 2023-2026 State/PEF Agreement regarding Special Assignment to Duty Labor/Management Committee. In addition to the provisions of the side letter agreement providing Special Assignment to Duty Pay for eligible unit employees we agree to the following:

During the term of the Agreement, the State and PEF will establish a Joint Labor/Management Committee to review additional activities that may constitute Special Assignments to Duty, which would be eligible for Special Assignment to Duty Pay. Asbestos removal and related activities, pesticide application, certain patient/client activities, and working heights, are activities for review by the Joint Labor/Management Committee. However, the determination to include any additional activities as eligible for Special Assignment to Duty will be the responsibility of management after consultation with PEF. The determination by management regarding Special Assignment to Duty and this side letter are not subject to the grievance process.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter is to confirm the agreement reached between the Office of Employee Relations and the Public Employees Federation regarding an Employee Benefit Fund for provision of certain health and welfare benefits, including dental and vision, to PS&T employees.

PEF will undertake a study to determine the feasibility of administering dental and vision benefits through an Employee Benefit Fund. At the conclusion of this Study, PEF shall have the sole discretion to decide if they choose to provide Dental and Vision Benefits through an Employee Benefit Fund instead of receiving these benefits directly from the State.

If PEF determines it is interested in assuming responsibility for these benefits, that issue will be brought to the Joint Committee on Health Benefits for discussion and determination.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter confirms the understandings reached by the parties during negotiations of the 2023-2026 State/PEF Agreement regarding the continuing operation of a committee on temporary and seasonal employees paid on an hourly or per diem basis.

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

The committee will include representatives of the Office of Employee Relations, the New York State Department of Civil Service, the Public Employees Federation, the Division of Budget and agencies that employ these employees, including, but not limited to, the Department of Labor.

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

The committee will meet quarterly and thoroughly examine the nature of the appointments and the related employment issues and report back to the parties by July 1, 2024 with recommendations for administrative, contractual, regulatory, and/or statutory actions if and where applicable.

For the State:

Michael Volforte
Director
Office of Employee Relations

For PEF:

Wayne Spence
President
Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

Let this letter confirm and continue our mutual understandings reached in connection with travel reimbursement during negotiation of the 2016-2019 State/PEF Agreement. The parties are both committed to identifying and rectifying any impediments to timely processing of employee requests for travel reimbursement. Toward that end, the parties shall establish a joint standing committee on employee travel reimbursement. The Committee shall be composed of three designees of the Director of the Office of Employee Relations and three designees of the President of PEF. The Committee shall meet quarterly unless the parties mutually agree to a different meeting frequency.

The Committee shall review factors impacting the speed of travel reimbursement including, but not limited to, adequacy of guidance provided to employees and supervisors, technological impediments, and performance of individual agencies as it relates to timely processing of reimbursement requests. The Committee shall endeavor to develop mutually agreed-to metrics that can be used for ongoing monitoring of agency performance in this area.

For the State:

Michael Volforte
Director
Office of Employee Relations

For PEF:

Wayne Spence
President
Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter is to confirm the agreement reached between the Office of Employee Relations and the Public Employees Federation regarding their mutual interest in maintaining high quality and cost effective health insurance benefits for PS&T Unit employees.

The Article 9.16 Joint Committee on Health Benefits will explore the feasibility and cost effectiveness of changes in the Empire Plan benefit structure after April 1, 2026. No later than March 1, 2026, the Joint Committee will issue written non-binding recommendations for consideration by both OER and PEF.

OER and PEF will consider such non-binding recommendations when they negotiate a successor collective bargaining agreement.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter confirms and continues our mutual understandings reached during negotiation of the 2016-2019 Agreement regarding the issue of safe staffing ratios in direct care settings. The State and PEF agree that safe staffing ratios in direct care settings are an appropriate topic for labor/management discussions held pursuant to Article 24 of the Agreement. Further, should PEF allege that agency or facility/institutional level labor/management discussions regarding safe staffing ratios in direct care settings are not productive, PEF may refer its concerns to the joint State/PEF Committee on Nursing and Institutional Issues (see Article 44 of the State/PEF Agreement).

Upon receipt of concerns referred by agency-level PEF representatives, the joint committee shall be empowered to review the union's concerns regarding safe staffing ratios and make non-binding recommendations to management of the agency in question. Factors that shall be taken into consideration include, but are not limited to, typical staffing ratios in the profession(s) under consideration, any staffing ratio requirements promulgated by relevant regulatory or accrediting entities, the frequency of work-related illness or injury among the employees covered by the referral, and the ability to recruit and retain employees for affected titles.

In the event that the State and PEF designees on the joint committee are unable to reach consensus on a recommendation, each side shall furnish management of the agency in question with its recommendation regarding disposition of the concerns raised in the referral. The joint committee shall review referrals and issue written recommendations within six months of receiving such referrals. The joint committee's meeting schedule shall reflect this requirement and depend upon the number of referrals pending and the amount of work required to process such referrals.

Both PEF and the State are committed to using this process to identify and address staffing shortages in direct care settings.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

RE: Article 33 and 34 Arbitration Panels

Dear Mr. Spence:

This letter confirms and continues, as modified, the understandings reached by the parties during negotiations of the 2023-2026 State/PEF Agreement regarding the daily fee for arbitrators on the parties' Article 33 and Article 34 arbitration panels.

The parties will meet within 60 days of ratification to update, by mutual agreement, their Article 33 and 34 arbitration panels. The daily fee for arbitrators on the Article 33 and 34 panels will continue to be $1,200.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Dear Mr. Spence:

This letter will confirm and continue, as modified, the understanding reached during the negotiation of the 2019-2023 Agreement regarding a Request for Proposals (RFP) for the delivery of dental benefits to applicable State employees. The State will continue to work with PEF and other applicable unions to review and evaluate the vendor responses to the RFP. The RFP will require a same or better level of benefit than currently provided.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

RE: Pre-Tax Adoption Program

Dear Mr. Spence:

This letter confirms and continues the understandings reached by the parties during negotiations of the 2019-2023 State/PEF Agreements on the subject of a pre-tax adoption assistance program pursuant to Internal Revenue Code, 26 U.S.C. §125 and related regulations.

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

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

For the State:

Michael N. Volforte, Director
Office of Employee Relations

For PEF:

Wayne Spence, President
Public Employees Federation

Wayne Spence, President
Public Employees Federation, AFL-CIO

June 6, 2023

Dear Wayne Spence:

Let this letter confirm our mutual understanding reached during negotiation of the 2023-2026 State/PEF Agreement regarding the need to study the impact of emerging artificial intelligence (AI) technologies on members of the PS&T Unit and their work. In light of accelerating advancements in the area of AI, we agreed that the State and PEF should form a joint committee to identify emerging impacts on the PS&T Unit workforce and to make recommendations consistent with implementing such technologies in a manner that benefits both the State as an employer and its PS&T Unit employees. While this is a joint committee that will work toward joint recommendations, the State and PEF do not waive any rights that either possesses with respect to implementing AI in the workplace or challenging such implementation.

The Committee will consist of three designees of the President of PEF and three designees of the Director of the Office of Employee Relations. The Committee shall meet bi-annually commencing in January 2024 unless a different meeting frequency is determined by mutual agreement. Further, the parties agree that AI, machine language (ML) automation, other technologies, and their impact on employees are appropriate topics of labor-management committees.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

APPENDIX IV

VRWS Guidelines
VOLUNTARY REDUCTION IN WORK SCHEDULE PROGRAM

Introduction:

Voluntary Reduction in Work Schedule (VRWS) is a program that allows employees to voluntarily trade income for time off. The VRWS Program is available to eligible annual-salaried employees in the Professional Scientific and Technical Services Unit (PS&T). Individual VRWS agreements may be entered into for any number of payroll periods up to a maximum of 26 biweekly pay periods in duration and must expire no later than the end of the last payroll period in the fiscal year.

1. ***Purposes***

a. VRWS provides agencies with a flexible mechanism for allocating staff resources.

b. VRWS permits employees to reduce their work schedules to reflect personal needs and interests.

2. ***Limitations: Eligibility, Work Schedule Reduction***

a. Eligibility: This program is available to certain annual-salaried employees in the PS&T Unit. Eligibility shall be as described under the terms of the 2023-2026 VRWS Appendix. The following eligibility criteria shall apply:

(1) Employees are required to be employed to work on a full-time annual salaried basis for a minimum of one biweekly payroll period immediately prior to the time of entry into the VRWS Program. Time on paid or unpaid leave from a full-time annual salaried position satisfies this requirement.

and

Employees must remain in a full-time annual salaried position during the term of the VRWS agreement.

and

Employees must have one continuous year of State service on a qualifying schedule (any schedule which entitled the employee to earn leave credits, not necessarily a full-time schedule).

In other words, beginning with the first full biweekly pay period in October 2000, employees will no longer be required to complete 26 consecutive biweekly pay periods of full-time service immediately prior to entering into a VRWS agreement.

Consistent with the way in which creditable service is counted under the Attendance Rules, separations of less than one year and periods of leave without pay of any duration are not counted toward the one-year service requirement but do not constitute a break in service. Employees who separate from State service (through resignation, termination, layoff, etc.) for more than one year cannot count service preceding that break in service toward the one-year requirement (unless the employee is reinstated by the Civil Service Commission or Department or appointed while on a preferred list). Payroll periods of VRWS participation, Sick Leave at Half Pay, or Workers' Compensation Leave and time on the Leave Donation Program will count toward the one-year service requirement.

(2) Employees who were eligible for the VRWS Program under the 1984-86 Program Guidelines continue to be eligible to participate in the Program even if they never participated in the 1984-86 VRWS Program. (Under the Guidelines for the 1984-86 Program, VRWS was available to employees: (1) who were full-time annual-salaried

employees as of April 1, 1984, or (2) who first entered the PS&T Unit as full-time annual-salaried employees between April 1, 1984 and April 1, 1986.)

b. Work Schedule Reduction: Participating employees may reduce their work schedules (and salaries) a minimum of 5 percent, in 5 percent increments, up to a maximum of 30 percent.

3. ***Description of an Employee VRWS Agreement***

a. An employee develops a plan for a reduced work schedule.

b. Management reviews and approves the plan as long as it is consistent with operating needs.

c. Jointly agreed plan specifies:

(1) Duration of VRWS agreement which may be up to a maximum of 26 biweekly payroll periods with the VRWS agreement expiring no later than the last day of the last payroll period in the fiscal year.

(2) Percentage reduction of work schedule and salary.

(3) Amount of VR time earned in exchange for reduced salary.

(4) Schedule for use of VR time earned. This may be either a fixed schedule, e.g., every Friday, every Wednesday afternoon, an entire month off, etc., or intermittent time off.

(i) An employee's fixed schedule VR time off, once the VRWS schedule has been agreed upon by management, cannot be changed without the consent of the employee except in an emergency. In the event an employee's schedule is changed without his/her consent, the employee may appeal this action through an expedited grievance procedure.

(ii) VR time used as intermittent time off will be subject to scheduling during the term of the VRWS agreement, and will require advance approval by the employee's supervisor.

d. While the VRWS agreement is in effect, the employee will earn and accumulate VR credits in accordance with the percentage reduction in workweek, e.g., a 10 percent reduction will result in 7.5 or 8 hours of VR credit earned each payroll period which the employee will charge on his/her scheduled VR absences. If the employee's VRWS schedule calls for one-half day off every Friday afternoon, 3.75 or 4 hours of VR credits will be charged for each Friday. An employee whose VRWS agreement calls for a 10 percent reduction and taking an entire month off will work his/her full 37.5 or 40 hours each week, accrue 7.5 or 8 hours of VR credit each payroll period, and have the accumulated VR credits to use during that month.

e. The employee never goes off the payroll. The employee remains in active pay status for the duration of the agreement and receives pay checks each payroll period at the agreed-upon, temporarily reduced level.

f. The employee will work a prorated share of his/her normal work schedule over the duration of the agreement period.

g. Participation in the VRWS Program will not be a detriment to later career moves within the agency or the State.

h. Scheduled non-work time taken in accordance with a VRWS agreement shall not be considered to be an absence for the purpose of application of Section 4.5(f) of the Civil Service Rules governing probationary periods.

4. ***Time Limits***

The employee and management can establish a VRWS agreement on a fiscal year basis of any number of payroll periods in duration from one (1) to twenty-six (26). The VRWS contract must expire no later than the last day of the last payroll period in the fiscal year. The VRWS agreement must begin on the first day of a payroll period and end on the last day of a payroll period. VRWS ending balances must be segregated for each fiscal year. The employee and management may, by agreement, discontinue or modify the VRWS agreement if the employee's needs or circumstances change.

5. ***Time Records Maintenance***

a. All VRWS schedules will be based on the crediting and debiting of VR credits on the employee's time card against a regular 37.5 or 40 hour workweek.

b. VR credits earned during a VRWS agreement may be carried on the employee's time card past the end of the individual VRWS agreement and past the end of the fiscal year but must be liquidated by the September 30th following the end of the fiscal year in which the individual VRWS agreement expires. VRWS ending balances must be segregated for each fiscal year.

c. There is no requirement that existing paid leave credits (including previously earned and banked VR credits) be exhausted prior to the beginning of the new VRWS agreement. However, agencies should encourage employees to use carried-over VR credits on a priority basis.

6. **Advancing of VR Credits: Recovering a VR Credit Debit**

a. To accommodate an employee whose VRWS agreement calls for an extended absence during the agreement period, an agency may advance VR credits in an amount not to exceed the number of hours for which the employee is paid in one payroll period.

b. If an employee terminates his/her employment and has a VR debit, the agency shall recover the debit from the employee's lagged salary payment for his/her last payroll period at work.

7. ***Coordination with Alternative Work Schedules***

It is possible to coordinate VRWS agreements with Alternative Work Schedule arrangements when desired by the employee and consistent with operating needs. For example, a VRWS agreement may be combined with four-day week scheduling for a 37.5 hour/week employee by the employee opting for a 10 percent reduction to produce a workweek of 3 days of 8.5 hours and 1 day of 8.25 hours. Such a schedule would generate savings for the employee of commuting expenses, child care costs, etc. An alternative work schedule which applies to a single employee is considered to be an individualized work schedule and does not require approval through the normal Alternative Work Schedule approval process.

8. ***Effect on Benefits and Status***

The effect of participation in the VRWS Program on benefits and status is outlined in Appendix A (attached).

9. ***Effect on Overtime Payment for Overtime Eligible Employees***

Scheduled absences charged to VR credits, unlike absences charged to leave credits, are not the equivalent of time worked for purposes of determining eligibility for overtime payments at premium rates within a workweek. For example, an employee who, under an 80 percent VRWS schedule, works four days, charges the fifth day to VR credits, and is called in to work a sixth day, will not be considered to have worked the fifth day and thus will not be entitled to premium rate payments on the sixth day. Similarly, VR credits earned, banked and charged after the payroll period in which they are earned are not counted in determining eligibility for overtime in the workweek in which they are charged. However, employees who work full-time at reduced salary and bank VR credits who, as the result of working and charging leave accruals other than VR credits, exceed their normal 37.5 or 40-hour workweek continue to be eligible for overtime compensatory time and paid overtime in that workweek as appropriate.

Sections 135.2(h) and (i) of Part 135 of the Budget Director's Overtime Rules are waived to the extent necessary to permit payment of overtime compensation to overtime-eligible employees who are participating in this Program.

10. ***Discontinuation or Suspension of VRWS Agreements***

Although VRWS agreements are for stated periods of time, they can be discontinued by mutual agreement at the end of any payroll period. VRWS agreements may be discontinued, at management's discretion, when an employee is promoted, transferred or reassigned within an agency, facility or

institution, although VR credits must be carried forward on the employee's time record.

VRWS agreements may also be discontinued when an employee moves between agencies or between facilities or institutions within an agency. (See Provisions for Payment of Banked (Unused) VR Time in Exceptional Cases below.)

Employees who go on sick leave at half pay for 28 consecutive calendar days, who receive leave donation credits for 28 consecutive calendar days or who are absent because of a work-related injury or illness for 28 consecutive calendar days will have their VRWS agreement suspended and be returned to their normal full-time work schedule and pay base. For accidents occurring on or after July 1, 1993, employees covered under the Medical Evaluation Program will continue on VRWS until the first day they are placed on Workers' Compensation disability leave with percentage supplement at which time they will have their VRWS agreement suspended, and those who decline participation in the Medical Evaluation Program will have their VRWS agreement suspended the first day of leave without pay. Suspension of a VRWS agreement does not extend the agreement beyond its scheduled termination date. If the employee returns to work prior to the scheduled termination date of the VRWS agreement, the employee's participation in the VR agreement resumes and continues until the scheduled termination date, unless both parties agree to terminate the agreement.

11. ***Provisions for Payment of Banked (Unused) VR Time in Exceptional Cases***

The VRWS Program is intended to be a program that allows employees to voluntarily trade income for time off. The agreement for Program participation between the employee and management includes a plan for the use of VR time earned. Management must make every effort to ensure that VR time earned by an employee is used: (1) under the terms of the individual VRWS agreement, (2) before the September 30th liquidation date (see Section 3), (3) before the employee separates from State service, and (4) while the employee is on the job he/she was in when the VRWS Program agreement was made. If this is not possible, payment for banked (unused) VR time may be made in exceptional cases that fall under the following criteria:

(a) Upon layoff, resignation from State service, termination, retirement or death, unused VR time will be paid at the then current straight time rate of pay.

(b) Upon movement of an employee from one agency to another or between facilities or institutions within an agency, unused VR time will be paid at the then current straight time rate of pay by the agency or facility/institution in which the VR time was earned, unless the employee requests and the new agency or facility/institution accepts the transfer of the VR time on the employee's time card. The lump sum payment for VR balances upon movement to another agency or facility/institution will be made irrespective of whether or not the employee is granted a leave of absence from the agency where the VR time was earned. Payment will be made within two payroll periods following the move to the new agency/facility/institution.

(c) VRWS ending balances must be segregated for each fiscal year. Employees who accumulate VR time in a fiscal year and who are unable to use the VR time due to management requirements predicated on workload by the September 30th following the end of the fiscal year in which the employee's individual agreement expires will be paid at the then current straight time rate of pay. Payment will be made within two payroll periods following the applicable September 30th liquidation date. Requests for payment in the exceptional cases specified in this subparagraph, as distinct from those specified in subparagraphs (a) and (b) above, should be directed to OER Research Division--VRWS Program and will be decided on a case-by-case basis.

In all cases where payment for unused VR time is made, notification of payment must be sent to ~~G~~OER Research Division —VRWS Program. Such notification must include date of payment, circumstances of payment, employee's name, title, number of hours in the employee's normal workweek (37.5 or 40), number of days of unused VR time, daily rate of pay, and gross dollar amount of payment. In addition, agencies must certify that they have not already used these savings for replacement staff in other programs or, if they have, identify another funding source for the payment.

12. ***Review of VRWS Denials***

a. Individual Requests

An employee whose request to participate in the VRWS Program has been denied shall have the right to request a written statement of the reason for the denial. Such written statement shall be provided within five working days of the request. Upon receipt of the written statement of the reason for the denial, the employee may request a review of the denial by the agency head or the designee of the agency head. Such requests for review must be made, and will be reviewed, in accordance with the following procedure:

(1) Requests must be submitted by the employee or the employee's representative within 10 working days of receipt of the written statement or of the date when the written statement was due.

(2) Requests must be submitted to the official who serves as the agency head's designee at Step 2 of the grievance procedure. Employees of facilities must concurrently provide a copy of such request to the facility head.

(3) Such requests shall specify why the employee believes the written reasons for the denial are improper. The request must explain how the employee believes his/her work can be reorganized or reassigned so that his/her participation in the VRWS Program will not unduly interfere with the agency's program operations.

(4) The designee of the agency head shall review the appeal and make a determination within 10 working days of receipt. The determination shall be sent to the employee and a copy shall be sent to the President of PEF. The determination shall be based on the record, except that the agency head's designee may hold a meeting with the employee and/or the employee's supervisors if the designee believes additional information or discussion is required to make a determination. If the employee believes that there are special circumstances that make a meeting appropriate, the employee may describe these circumstances in addition to providing the information specified in paragraph 3 above, and request that a review meeting be held. The agency head's designee shall consider such request in determining whether or not to hold a review meeting.

(5) The determination of the agency head's designee shall not be subject to further appeal.

b. Facility-Wide or Agency-Wide Practices

When PEF alleges that an agency or a facility, or a sub-division thereof, has established a practice of routinely denying employee applications to participate, this matter shall be an appropriate subject for discussion in a labor/management committee at the appropriate level. Such labor/management discussions shall be held in accordance with the provisions of Article 24 of the State/PEF Agreement.

13. ***Exceptions***

The restrictions and limitations contained in these Program Guidelines may be waived by the Office of Employee Relations whenever that Office determines that strict adherence to the guidelines would be detrimental to the sound and orderly administration of State government.

Attachments

Appendix A – Voluntary Reduction in Work Schedule: Effect on Benefits and Status

APPENDIX A
VOLUNTARY REDUCTION IN WORK SCHEDULE:
Effect on Benefits and Status

Annual Leave – Prorate accruals based on the employee's VRWS percentage.

Personal Leave – Prorate credits based on the employee's VRWS percentage.

Sick Leave at Full Pay – Prorate accruals based on the employee's VRWS percentage.

Holidays – There is no change in holiday benefit.

Sick Leave at Half Pay – There is no impact on eligibility or entitlement. Employees who go on sick leave at half pay for 28 consecutive calendar days will have their VRWS agreement suspended and be returned to their normal full-time work schedule and pay base.

Workers' Compensation Benefits – There is no impact on eligibility for entitlement to workers' compensation benefits pursuant to rule or contract. Following 28 consecutive calendar days of absence due to a work-related injury or illness, the VRWS agreement is suspended and the employee is returned to his/her normal full-time work schedule and pay base. At that point the employee receives workers' compensation benefits based on the normal full-time salary and no longer earns VR credits. For accidents occurring on or after July 1, 1993, employees covered under the Medical Evaluation Program will continue on VRWS until the first day they are placed on workers' compensation disability leave with percentage supplement at which time they will have their VRWS agreement suspended, and those who decline participation in the Medical Evaluation Program will have their VRWS agreement suspended the first day of leave without pay. Suspension of a VR agreement does not extend the agreement beyond its scheduled termination date. If an employee returns to work prior to the scheduled termination date of the VR agreement, the employee's participation in the VRWS agreement resumes and continues until the scheduled termination date, unless both parties agree to terminate the agreement.

Leave Donation – Employees who are absent using donated leave credits for 28 consecutive calendar days will have their VRWS agreement suspended.

Military Leave – There is no impact on eligibility or entitlement.

Jury-Court Leave – There is no impact on eligibility or entitlements.

Paid Leave Balances on Time Card – There is no requirement that leave credits be exhausted prior to the beginning of the VRWS agreement. Vacation, sick leave, and holiday balances are carried forward without adjustment; the personal leave balance is prorated.

Shift Pay – Prorate based on VRWS percentage.

Inconvenience Pay – Prorate based on VRWS percentage.

Location Pay – Prorate based on VRWS percentage.

Geographic Pay – Prorate based on VRWS percentage.

Pre-Shift Briefing – Prorate based on VRWS percentage.

Standby Pay – There is no impact.

Salary – Normal gross salary earned is reduced by the percentage of voluntary reduction in work schedule. There is no effect on the base annual salary rate.

Payroll – The employee never leaves the payroll. An employee remains in full payroll status with partial pay for the duration of the agreement period and receives pay checks each pay period at the agreed upon temporarily reduced level.

Return to Normal Work Schedule – An employee will return to his/her normal full-time work schedule and pay basis upon completion of the VRWS agreement period.

Banked (Unused) VR Time Upon Return to Normal Work Schedule – VR time credits may be carried forward on the employee's time card after completion of the individual VRWS agreement period, but must be liquidated by the September 30th after the end of the fiscal year in which the employee's individual agreement expires. VRWS ending balances must be segregated for each fiscal year.

Banked (Unused) VR Time Upon Separation – Unused VR time credits will be paid at the straight time rate upon layoff, resignation from State service, termination, retirement or death.

Banked (Unused) VR Time Upon Promotion, Transfer or Reassignment Within an Agency or Within a Facility or Institution – Unused VR time credits are carried forward on the employee's time card when movement is within an appointing authority. Continuation of the VRWS agreement is at the discretion of management.

Banked (Unused) VR Time Upon Movement From One Agency to Another or Between Facilities or Institutions Within an Agency – Unused VR time credits will be paid at the straight time rate by the agency or facility/institution in which the VR time was earned, unless the employee requests and the new agency or facility/institution accepts the transfer of VR time on the employee's time card.

Health Insurance – There is no effect; the employee retains full coverage.

Dental Insurance – There is no effect; the employee retains full coverage.

Employee Benefit Fund – There is no effect.

Survivor's Benefit – There is no effect.

Retirement Benefit Earnings – Participation will reduce final average salary if the VRWS period is included in the three years of earnings used to calculate final average salary.

Retirement Service Credit – Prorate based on VRWS percentage.

Social Security – There is no change in the contribution rate, which is set by Federal Law and is applied to the salary that the employee is paid.

Unemployment Insurance – There is no change. The formula is set by statute.

Performance Advance or Increment Advance – The evaluation date is not changed. There is no change in eligibility.

Performance Award or Lump Sum Payment – There is no impact. There is no change in eligibility.

Longevity Increase – There is no change in eligibility.

Probationary Period – There is no effect. Scheduled non-work time under a VRWS agreement is not an absence for the purpose of extension of probationary periods.

Traineeship – There is no effect. Traineeships are not extended by scheduled non-work time under a VRWS agreement.

Layoff – There is no impact. The seniority date for layoff purposes is not changed.

Seniority – There is no impact. The employee never leaves the payroll. The seniority date is not changed; full seniority credit is earned.

Seniority for Promotion Examinations – There is no impact. VR time used shall be counted as time worked in determining seniority credits for promotion exams.

Eligibility for Promotion Examinations – There is no impact. VR time used shall be counted as time worked in determining eligibility for promotion exams.

Eligibility for Open Competitive Examinations – Prorate based on VRWS percentage; VR time used shall not be considered time worked for determining length of service for open competitive examinations.

Overtime Work – VR time used shall not be counted as time worked in determining eligibility for overtime payments at premium rates within a workweek.

APPENDIX V

ROSWELL PARK CANCER INSTITUTE

I. Application of the Agreement

This Appendix applies to all employees of the Roswell Park Cancer Institute (hereinafter RPCI) assigned to the Professional Scientific & Technical Services Unit (hereinafter PS&T Unit) as provided by Public Authorities Law Section 3558.

The provisions of the 2023-2026 PS&T Unit Agreement between the Public Employees Federation and the State of New York (hereinafter "Agreement") and the benefits contained therein shall apply to PS&T Unit employees of RPCI, except as modified and/or as clarified herein.

The parties agree that nothing in this Appendix waives any right that either party may have pursuant to the Public Authorities Law Sections 3550-3573.

Article 7:

With respect to Article 7.13 the inconvenience pay program will be continued for RPCI employees on the same basis and in the same amount as available to other PS&T Unit members.

In addition, a Nurse 1, Nurse 2, or Clinical Nursing Supervisor, Clinical Research Nurse, Nurse II Per Diem, Nursing Staff Development Instructor, Ambulatory Nursing Supervisor, Nurse Administrator, or Case Manager who is regularly assigned or otherwise: (a) who is required to work an evening shift, four or more hours of which fall between 6 p.m. and 6 a.m., shall be paid a shift differential of not less than $1.75 per hour times the total number of hours on the shift, for each shift worked; or (b) who is required to work a night shift, four or more hours of which fall between 6 p.m. and 6 a.m., shall be paid a shift differential of not less than $2.00 per hour times the total number of hours on the shift, for each shift worked. When an employee works a schedule that crosses shifts, the shift differential for all hours worked shall be computed based on the hourly rate applicable to the majority of hours actually worked. In the event that the hours worked result in an equal number of hours in different shifts, the shift differential for all hours worked shall be computed at the higher of the applicable shift differential rates.

In addition, a Nurse 1, Nurse 2, Clinical Nursing Supervisor, Clinical Research Nurse, Nurse II Per Diem, Nursing Staff Development Instructor, Ambulatory Nursing Supervisor,-Nurse Administrator, Case Manager, who is required to work a weekend shift, four or more hours of which fall between 11 p.m. Friday and 6 a.m. Monday, shall be paid the following weekend differentials: (a) for the day shift, four or more hours of which fall between 6 a.m. and 6 p.m., shall be paid a weekend differential of not less than $1.50 per hour times the total number of hours on the shift, for each shift worked (b) for the evening shift, four or more hours of which fall between 6 p.m. and 6 a.m., shall be paid a weekend differential of not less than $1.25 per hour times the total number of hours on the shift, for each shift worked, in addition to regular evening shift differential; or (c) is required to work a night shift, four or more hours of which fall between 6 p.m. and 6 a.m., shall be paid a weekend differential of not less than $1.75 per hour times the total number of hours on the shift, for each shift worked, in addition to the regular night shift differential. Notwithstanding an employee's regular assignment, payment of the weekend differential to an employee shall be governed by the employee's actual hours that meet the eligibility conditions as stated above. When an employee works a weekend schedule that crosses shifts, the weekend differential for all hours worked shall be computed based on the hourly rate applicable to the majority of hours actually worked. In the event that the weekend hours worked result in an equal number of hours in different shifts, the weekend differential for all hours worked shall be computed at the higher of the applicable differential rates.

With respect to Article 7.14(b), in addition to the options enumerated in this section, RPCI employees, when first hired, may elect to receive compensatory time off in lieu of holiday pay. After making such election, all other aspects of Article 7.14(b) shall apply.

Article 12:

With respect to Article 12, RPCI service shall be counted as State service and State service shall

be counted as RPCI service.

With respect to Article 12.1(d) substitute "RPCI" for "State."

With respect to Article 12.5(b), substitute the following:

Eligible employees shall receive additional vacation credit on the date on which they would normally be credited with additional vacation in accordance with the above schedule and shall thereafter be eligible for additional vacation credit upon the completion of each additional 12 months of continuous State and RPCI service. Continuous State service for the purpose of this Section shall mean uninterrupted State and RPCI service, in pay status, as an employee. A leave of absence without pay, or a resignation followed by reinstatement or reemployment in State or RPCI service within one year following such resignation, shall not constitute an interruption of continuous State and/or RPCI service for the purpose of this Section; 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 or RPCI service, shall not be counted in determining eligibility for additional vacation credits under this provision.

With respect to Article 12.15, RPCI employees shall be allowed a maximum of four (4) professional leave days per year subject to the provisions of Article 12.15.

With respect to Article 12.19, substitute "Rules and Regulations of the RPCI Merit Board effective on January 1, 1999" for "New York State Attendance Rules."

With respect to the MOU on Leave Donation/Exchange Program, the benefit described in the MOU is available to RPCI employees. However, RPCI employees may only donate to and receive from other RPCI employees. RPCI employees are not eligible to donate to or receive from employees who work in agencies of the State of New York.

Article 13:

With respect to Article 13, substitute, "the State Insurance Fund or the appropriate carrier" for "the State Insurance Fund."

Article 16:

In Article 16 substitute the "Merit Board or its designee" for the "Department of Civil Service."

Article 17:

With respect to Article 17, the words "Director of Classification and Compensation" mean "RPCI Director of Classification and Compensation."

With respect to Article 17.1, the last sentence shall be read as follows: "in accordance with the provisions of the Roswell Park Cancer Institute Corporation Act, RPCI Merit Board Rules and Regulations, and applicable Civil Service Law, Rules and Regulations."

With respect to Article 17.3(a), the grievance shall be initially filed with the head of RPCI or a designee, with no simultaneous filing necessary.

Article 25:

With respect to the last sentence of Article 25.1, "pursuant to Section 3556(8) of the Public Authorities Law and applicable provisions of the Civil Service Law" shall be substituted for "pursuant to Section 80 or 80-a of the Civil Service Law."

Article 31:

With respect to Article 31.1(a) and 31.1(b), delete the last sentence of both subsections.

Article 33:

With respect to Article 33.5(f)(6), in any cases involving Roswell Park Cancer Institute, the AAA must appoint the disciplinary arbitrator from a Select Panel of Arbitrators jointly agreed to by the State and PEF who shall be appointed to those cases on a rotating basis and shall serve for the term of this Agreement.

With respect to the Memorandum of Understanding Concerning Performance Evaluation and Advances, Section III (D)(1) and (2), substitute the following language:

D. Employees whose summary rating is below "Effective" shall be entitled to appeal such rating as described below:

1. To an appeals committee consisting of three persons, one each designated by RPCI and PEF and the third member by agreement of RPCI and PEF which shall render a final determination on the appeal. An appeal to the appeals committee must be submitted within 15 calendar days of the receipt of the evaluation.

II. RPCI Clinical Practice Plan

A. General

1. RPCI shall provide the office space, clinical support services and facilities for Plan members to perform the professional clinical practice of medicine or dentistry at no charge to the Plan or to Plan members.

2. The cost of the Plan's use of facilities at RPCI for the administrative operations of the Plan shall be considered Plan expenses and payable from Plan income.

3. Nothing contained in the Plan shall be construed to allow actions by the Plan which are inconsistent with the mission of RPCI and with the requirements of applicable statutes, rules or regulations.

4. Policies and procedures consistent with applicable statutes and the RPCI Clinical Practice Plan Regulations, which were adopted December 14, 1998 by the RPCI Board of Directors for the collection and disbursement of Plan income shall be established by the Plan's Governing Board. The Plan shall notify the RPCI CEO regarding any policies, procedures, fees and charges of the Plan in advance of their implementation. No policies and procedures proposed by the Board shall be implemented without the approval of the RPCI CEO.

5. The Plan shall coordinate the scheduling of services by Plan members through the RPCI CEO or designee.

B. Governance

1. The Plan shall have a facility-based Governing Board, which shall consist of seven members. Two members shall be elected by simple majority vote from the membership of the Plan for a two-year term. Four members shall be appointed by the RPCI CEO from the membership of the Plan for a two-year renewable term. The RPCI CEO shall be the seventh voting member of the Board. Procedures for the election of members of the Board, which shall provide for secret ballots and equal voting rights for Plan members, except for associate members, shall be established by the RPCI CEO and the President of the Medical Staff.

2. The powers and duties of the Governing Board shall be to establish the administrative and financial direction of the Plan and to oversee the management of the Plan. This includes at least:

a. the development and promulgation of operating procedures for the orderly transaction of its functions including, but not limited to, quorums, officers, and meetings of the Board;

b. the duty to ensure that Plan income is maintained in separate accounts established by and for the Plan and not commingled with any other funds;

c. the provision of centralized billing and collection services for the Plan;

d. the development of policies and procedures for the maintenance of the special funds required by the Plan;

e. the development of policies and procedures to ensure proper accounting, auditing and reporting of the collection and disbursement of Plan income, consistent with Part F of this document.

C. Membership in the Plan

1. Employees of RPCI who perform the professional clinical practice of medicine or dentistry for which a fee is customarily paid (except for interns, residents or fellows) shall be members of the Plan and those members who work 50 percent time or more at RPCI shall have full voting rights in Practice Plan Governing Board elections.

2. Other RPCI employees who are licensed health professionals performing patient care services for which a fee is customarily paid may, at their request and, upon the approval of the Board after consultation with the Director of the Office of Employee Relations become Plan associate members without voting rights in Board elections. Notice of a final determination on any request by an employee for associate member status shall be provided to the President of PEF or his/her designee at the same time that notice is provided to the employee.

3. Practice Plan Membership shall be terminated "for cause" when a Practice Plan member's clinical privileges or medical staff membership have been suspended or terminated in writing by the CEO after an internal RPCI hearing, if requested, pursuant to the RPCI medical staff bylaws. Termination of clinical privileges or medical staff membership for any reason shall result in termination of Practice Plan membership.

4. Term appointments for Practice Plan members who are new employees in the PS&T Unit:

a. Any newly appointed employee within the PS&T Unit at RPCI eligible to be a member of the Practice Plan may, at the discretion of the RPCI CEO, be given a term appointment or consecutive term appointments up to, but not to exceed, a date 30 days prior to the maximum probation period for that position as provided pursuant to the Merit Board rules. During such term appointment(s), that employee may not be removed from employment at RPCI except as provided in Section 4.3(f)(6) of the RPCI Clinical Practice Plan Regulations, which were adopted December 14, 1998 by the RPCI Board of Directors.

b. This provision does not constitute a waiver of any of the rights of employees in the PS&T Unit under the Civil Service Law, the Roswell Park Cancer Institute Corporation Act or any rules and regulations promulgated pursuant to those laws.

D. Plan Income

1. Plan income is that derived from fee billing (clinical income) by the Plan for clinical services provided by Plan members and associate members at or through RPCI.

2. Income received from Health Research, Inc. as reimbursement to the Practice Plan for services performed by a member of the Practice Plan in conjunction with grants or contracts of Health Research, Inc. at RPCI ("grant revenue") shall be considered Plan income and shall be earmarked and applied to that member or associate member's annual compensation as determined by the CEO. In the event that not all of the earmarked grant funds are applied to the member's or associate member's annual compensation, the remainder shall be transferred to the RPCI CEO's Fund and shall be disbursed at the request of the member or associate member subject to a determination by the CEO that the disbursement requested is for the benefit of the academic and research programs at RPCI.

3. In no event shall individual Plan members or associate Plan members bill separately outside of the Plan for fees for professional services unless approved by the RPCI CEO and the Governing Board.

4. State base annual salary, royalties, prizes and awards for professional excellence, honoraria for lectures and income unrelated to patient care are not considered Plan income.

E. Compensation

Plan members shall be eligible to receive compensation from the Plan (subject to the availability of funds pursuant to Part G of this document) as follows:

1. ***Base Salary and Supplement***

a. Plan members as defined in Part C.1 of this document shall receive the base salary specified by the State of New York for the grade level of the employee. In addition to State base annual salary, supplemental compensation may be given by the Plan to bring the member's compensation

up to or equal to the 50th percentile of the compensation levels for full-time faculty (with MD degree adjusted for faculty rank) in the same or comparable professional discipline receiving base and supplemental salary components in the Northeast region of the United States as reported in the most recent edition of the American Association of Medical College's (AAMC) Report on Medical School Faculty Salaries.

b. Eligibility for and the amount of supplemental compensation above the base level shall be determined by the RPCI CEO at least once in each calendar year. In determining the total of the base salary and supplement the RPCI CEO shall also consult with the member's Chairperson, and the Senior Vice President for Clinical Affairs or designee and shall also consider job performance such as: (1) the extent and quality of clinical research, educational and administrative activities; (2) academic and scholarly productivity as measured by the quality of publications, success in obtaining peer reviewed grants and recognition by the scientific community outside of RPCI; (3) effectiveness of interactions with other Institute departments and disciplines that promote progress in areas of high priority to the Institute; (4) service on Institute committees, participation in community outreach and other professional services to the community; and (5) performance in leadership roles that foster the goals of the Institute.
Each member shall be provided with an annual written statement setting the allowable compensation that member may earn, including State base annual salary and supplement from Plan income.

c. Other RPCI employees who are Plan associate members, as defined in Section C (2) of this document, may receive, in addition to State base annual salary, Plan supplement sufficient, when added to the State base annual salary, to be competitive with salaries of persons performing the same or comparable patient care duties in Western New York State.

d. Insufficient Plan Income.
In the event Practice Plan income is insufficient to assure payments of the supplemental income to all members entitled to such payment, such supplemental compensation may be reduced in accordance with the provisions of Section 4.3(e)(iii) of the RPCI Clinical Practice Plan Regulations, which were adopted December 14, 1998 by the RPCI Board of Directors.

2. ***Maximum Compensation***

a. Part C (1) Plan members will also be eligible for compensation to a maximum level which includes the base plus supplemental income. The maximum compensation for eligible Plan members shall not exceed the 80th percentile of the compensation levels for full-time faculty rank in the same or comparable professional discipline receiving base and supplemental components for the Northeastern Region of the United States as reported in the most recent edition of the AAMC Report on Medical School Faculty Salaries. In special circumstances relating to the recruitment or retention of employees, the RPCI CEO may exceed the 80th percentile as defined in this paragraph if in the CEO's judgment, the best interest of RPCI is served, but to the extent this compensation exceeds 275 percent of the maximum base annual salary paid by SUNY to members of its Practice Plan, it shall not result in the reduction to a supplement being paid to any Plan member under a current annual written statement issued under Section E.1.B.

b. Eligibility for and the amount of the maximum compensation shall be determined by the RPCI CEO at least once in each calendar year using the same criteria specified in Section E.1.B, and evaluation of external market considerations and other appropriate criteria. Particular emphasis may be placed on the quality and extent of clinical activities.

3. ***Fringe Benefits***

a. The Governing Board of the Plan shall recommend fringe benefit policies which it determines are in the best interests of the Plan to be paid from Practice Plan income for approval by the Finance Committee of the Board of Directors of RPCI after consultation with the Director of the Office of Employee Relations. Plan members are also entitled to the fringe benefits provided by law, rule, regulation or the applicable collective bargaining agreement, except that Plan members may elect to join the SUNY optional retirement program under the conditions established by Public Health Law Article Section 206 (14) as amended in 1992.

b. Notice of any changes in fringe benefits available to Plan members to be paid from Plan income shall be provided to the President of PEF or their designee at the same time notice is provided to Plan members.

F. Accounting, Auditing and Reporting Requirements

1. The Plan shall have a central billing and accounting system. The accounting system shall record transactions and develop financial reports involving the collection and disbursement of Plan income in accord with generally accepted accounting principles.

2. The Plan shall have a financial reporting system under which all accounts and financial reports shall be available in accordance with the Roswell Park Cancer Institute Corporation Act and applicable regulations.

3. The Plan shall provide each member with a quarterly report of the amounts billed as a result of the individual member's clinical practice.

4. The Plan shall be audited annually by an independent certified public accountant chosen by the Governing Board, to determine whether the operations of the Plan have been conducted in accordance with generally accepted accounting principles, to ensure the provisions of the Plan for the management and disbursement of Plan income have been followed and to ensure that supplementary guidelines for disbursement of clinical practice income have been followed.

5. The Governing Board shall make available for inspection a copy of the annual audit to each member of the Plan.

G. Plan Income Disbursement

Plan income shall be disbursed in the following priority order, subject to the availability of funds sufficient for each purpose:

1. Five percent of the gross clinical practice income collected by the Plan shall be deposited into a fund established by the Plan entitled "RPCI CEO's Fund." Disbursements from this fund shall be at the discretion of the RPCI CEO for the benefit of clinical, research and academic programs at RPCI.

2. Payment of administrative expenses of the Plan in accordance with the Plan's administrative budget to include but not limited to, where applicable, rent, equipment and supplies, telephones, the Plan's billing and collection services and other contractual services and the Plan's audit expenses.

3. Payments to members in accordance with Section E.1.A. and E.1.B. above and to associate members in accordance with Section E.1.C. above.

4. Payment to members in accordance with Section E.2.A. above. No such payments shall be made until the annual audit is complete.

5. Capital Costs of the Plan as established by the Governing Board of the Plan.

6. After payment of all costs listed above, the residual funds shall be deposited in the "RPCI Development Fund." The funds shall be used for academic development purposes, such as the purchase of professional journals, travel and research and teaching support, but not for salary supplementation, pursuant to a list of bona fide uses of these funds developed by the Governing Board. No disbursements shall be made by the Plan from this fund until the fiscal year is closed and the annual audit is completed. Disbursement of such funds shall be at the discretion of the RPCI CEO (50 percent) and the Department chairpersons (50 percent); allocations among Department chairpersons shall be in proportion to the revenues generated by each of the Departments.

H. Grievance Procedures

1. ***Appeals of Disputed Salary Determinations***

a. PS&T Unit Practice Plan members may appeal an unsatisfactory salary determination made pursuant to Part E of this side letter under the following procedure.

b. A three (3) member committee consisting of one (1) board member selected by the RPCI CEO, one (1) board member selected by the appellant and one (1) Practice Plan member physician mutually agreed upon by the RPCI CEO and the appellant, shall consider the appeal, submitted

either orally or in writing, and make a written recommendation to the RPCI CEO. A copy of that recommendation will be provided to the appellant at the same time it is provided to the RPCI CEO.

c. The RPCI CEO shall, within 20 working days of receipt of the committee's recommendation, either accept or reject the recommendation and notify the committee and the appellant of their decision.

d. A unanimous recommendation of this committee which is accepted by the RPCI CEO is final and may not be further appealed.

e. A unanimous recommendation which is rejected by the RPCI CEO or a recommendation of the committee which is not unanimous may be appealed, in writing, to the Finance Committee of the Roswell Park Cancer Institute Corporation Board of Directors. The written determination of the Finance Committee is not subject to the grievance and arbitration procedures of Article 34 of the State/PEF Agreement and will constitute the final determination.

2. ***Non-Salary Disputes***

Non-salary disputes are subject to the non-contract grievance procedures and shall not be arbitrable.

III. Supplemental and Bonus Compensation

A. Supplemental and Bonus Compensation for Faculty Level Research Scientists:

1. Affiliate Members, Assistant Members, Associate Members, Members (hereinafter Members) and Facility Directors shall be eligible to receive supplemental compensation as follows:

a. In addition to base salary, Members and Facility Directors may receive supplemental compensation up to or equal to 75 percent of the individual's base annual salary. In rare instances where a greater amount is critical to the mission of RPCI, the CEO of RPCI may authorize a greater amount. Such supplemental compensation shall be paid on a biweekly basis and included in the Member's and Facility Director's regular paycheck.

b. Eligibility for and the amount of supplemental compensation shall be determined by the RPCI CEO.

c. The RPCI CEO shall annually evaluate whether supplemental compensation shall be awarded, and if so, in what amount. The RPCI CEO shall consult with the Chairperson or Chairpersons if appropriate, and the Senior Vice President for Scientific Affairs, and shall consider one, some or all of the following factors:

(i) the extent and quality of research, educational and administrative activities;

(ii) grants received;

(iii) academic and scholarly productivity as measured by quality of publications, success in obtaining peer-reviewed grants and recognition by the scientific community outside RPCI;

(iv) effectiveness in promoting progress in areas of research that are of high priority to RPCI;

(v) performance in leadership roles that advance the goals, purpose and mission of RPCI; and/or

(vi) recruitment or retention needs.

d. Members and Facility Directors may appeal an unsatisfactory supplemental compensation determination under the following procedure:

(i) A three (3) Member committee consisting of one (1) Member selected by the RPCI CEO, one (1) Member selected by the appellant and one (1) Member mutually agreed upon by the RPCI CEO and the appellant, shall consider the appeal, submitted either orally or in writing, and make a written recommendation to the RPCI CEO. A copy of that recommendation will be provided to the appellant at the same time it is provided to the RPCI CEO.

(ii) The RPCI CEO shall, within 20 working days of receipt of the committee's recommendation, either accept or reject the recommendation and notify the committee and the appellant of their decision.

(iii) A unanimous recommendation of this committee which is accepted by the RPCI CEO is final and may not be further appealed.

(iv) A unanimous recommendation which is rejected by the RPCI CEO or a recommendation of the committee which is not unanimous may be appealed to the Finance Committee of the Roswell Park Cancer Institute Corporation Board of Directors.

(v) The determination of the Finance Committee is not subject to the grievance and arbitration procedures of Article 34 of the State/PEF Agreement and will constitute the final determination.

2. Affiliate Members, Assistant Members, Associate Members, Members (hereinafter Members) and Facility Directors shall be eligible to receive bonus compensation as follows:

a. Bonus compensation for exceptional performance may not exceed 20 percent of any individual's base salary.

b. Eligibility for and the amount of bonus compensation shall be determined annually by the RPCI CEO and shall be based on:

(i) exceptional research, academic or scholarly accomplishments; and/or,

(ii) unusual success in obtaining grants and/or generating grant-based income.

c. The RPCI CEO shall consult with the Chairperson or Chairpersons if appropriate, and the Senior Vice President for Scientific Affairs in awarding bonus compensation.

3. Section III(A), regarding whether to grant supplemental or bonus compensation and/or the amount of the supplemental or bonus compensation, is not subject to the grievance and arbitration procedures of Article 34 of the State/PEF Agreement.

B. **Recruitment Bonuses for RPCI PS&T Unit Members:**

Where circumstances regarding recruitment or promotion of a particular employee or employees warrant, RPCI may offer a recruitment or promotion bonus, not to exceed 20 percent of base annual salary, which will be paid as a lump sum in addition to base salary within the first three months of employment or the first three months of the promotion with RPCI. This Section B regarding recruitment or promotion bonuses shall not be subject to the grievance and arbitration procedures of Article 34 of the State/PEF Agreement.

June 6, 2023

Mr. Wayne Spence
President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

During the negotiations of Appendix V to the 1999-2003 Agreement, a dispute arose between the parties as to the appropriate application of Article 25 to PS&T Unit members at RPCI. Specifically, the parties disagreed regarding whether employees hired after January 1, 1999 who bring prior continuous State service to RPCI are entitled to have such service counted for Article 25 seniority purposes.

So as to bring negotiations on the balance of Appendix V to conclusion, the parties have agreed to disagree on this issue and have further agreed that no position taken or proposal made by either party during these negotiations shall be raised against the other as an admission that either party agrees with the other party's interpretation of Article 25 and/or its appropriate application to RPCI employees hired after January 1, 1999.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence
President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

During the negotiation of the 2023-2026 Agreement between the State of New York and the Public Employees Federation, the parties agreed that the Chief Executive Officer of Roswell Park Cancer Institute and the President of the Public Employees Federation, or their designees, may meet in labor/management in accordance with the provisions of Article 24, Labor/Management Committee Process, to:

- Discuss the eligibility of other clinical care titles to receive shift differentials and/or weekend differentials at the rate established in this Appendix, Section 1.
- Discuss the hourly rate of pay for shift differentials and/or weekend differentials established in this Appendix, Section 1.
- Discuss the issue of individual and team-based approaches to supplemental and bonus compensation.
- Discuss the issue of paying Registered Nurses in accordance with the "8 and 80" provision of Section 207(j) of the Fair Labor Standards Act (FLSA).

All recommendations for modifications and/or changes made through this labor/management process cited herein must be presented to the Office of Employee Relations and the President of the Public Employees Federation, or their designees, for their joint review and approval before implementation.

Sincerely,

For the State:

Michael Volforte
Director
Office of Employee Relations

For PEF:

Wayne Spence
President
Public Employees Federation

June 6, 2023

Mr. Wayne Spence
President
Public Employees Federation, AFL-CIO
1168-70 Troy-Schenectady Road
P.O. Box 12414
Albany, New York 12212-2414

Dear Mr. Spence:

Although the current insurance carrier for Workers' Compensation Benefits provided in Article 13 may be changed for Roswell Park Cancer Institute employees, the present Workers' Compensation Benefits provided in Article 13 shall continue for these employees.

The parties agree to meet as soon as practicable with representatives from Roswell Park Cancer Institute and the insurance carrier to ensure that the benefits provided by the insurance carrier are pursuant to the provisions of Article 13.

Sincerely,

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence
President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

During the negotiation of the 2023-2026 Agreement between the State of New York and the Public Employees Federation, the parties agreed that the Chief Executive Officer of Roswell Park Cancer Institute and the President of the Public Employees Federation, or their designees, shall meet in local labor/management in accordance with the provisions of Article 24, Labor/Management Process as follows:

1) Meet, discuss, and attempt to reach agreement regarding the modification of the RPCI performance evaluation system as it applies to the scientific faculty. It is understood and agreed that the terms of such an agreement reached pursuant to the terms of this side letter may include modification of the Article 33 rights of affected scientific faculty members in exchange for good and sufficient consideration for these members as developed and agreed by the parties.
2) Meet, discuss and attempt to reach agreement regarding the need for, parameters of, amounts and implementation of a shift differential for Pharmacists and Medical Lab Technicians.
3) Meet, discuss and attempt to reach agreement regarding the implementation of a pilot program to pay Nurse Practitioners and Physician Assistants who work extra shifts beyond five in a pay week. The availability of any such additional shifts will be dependent upon the operational needs, and solely at the discretion of, the Institute. Should the parties successfully negotiate such a pilot program, it shall sunset at the conclusion of the 2023-2026 State/PEF Agreement unless extended by mutual agreement of the parties.
4) Any proposed agreement reached by the parties with respect to the matters contained in paragraphs one, two or three above must be presented to the Office of Employee Relations and the President of the Public Employees Federation, or their designees, for their joint review and approval before implementation.
5) The parties agree to meet within 90 days of ratification of this agreement to begin work on these issues, and any agreements shall be implemented as soon as practicable.

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

APPENDIX VI

Redeployment Process and Procedures
Article 22 Employment Security

A. REDEPLOYMENT PROCESS AND PROCEDURES

This process and procedure is developed to support the provisions of Article 22 regarding the redeployment of permanent employees impacted by the State's right to contract out for goods and services.

It is the State's intent to redeploy employees directly affected to the maximum extent possible in instances where the positions will be eliminated as a result of the contracting out for goods and services. All agencies will work cooperatively to ensure that every opportunity to redeploy is explored. Employees will be flexible in considering redeployment alternatives.

(1) General Redeployment Rules and Definitions

(A) Rules

1. (a) All permanent employees whose functions will be contracted out will be placed on a redeployment list with the employee's eligibility remaining in effect until the employee is redeployed, exercises his/her reemployment rights, or is separated pursuant to the provisions of Article 22.1. However, such list, established pursuant to the intended contracting out of the specific function, will expire when all employees on that list are either redeployed, exercise their reemployment rights, or are separated pursuant to Article 22.1. In the event that not all employees in an affected title in a layoff unit must be redeployed, eligibility for retention shall be based on seniority as defined in Section 80 and 80-a of the Civil Service Law, except that employees in such affected titles may voluntarily elect to be redeployed. In the event that more employees elect redeployment than can be accommodated, eligibility for redeployment shall be in order of seniority as defined in Section 80 and 80-a of this law. The names of persons on a redeployment list shall be certified for redeployment in order of seniority.

(b) Should an employee not be redeployed prior to separation, that employee shall continue on a redeployment list after separation for a period not to exceed six months or until the employee is redeployed or exercises his/her reemployment rights. A redeployment list comprised of separated employees shall be certified to positions occupied by non-permanent employees pursuant to Civil Service procedures, prior to the certification of other reemployment lists.

It is anticipated that, based on Civil Service practice, redeployment lists will be certified against non-permanent appointees within 30-45 days of separation.

2. Redeployment under the terms of Article 22 shall not be used for disciplinary reasons.

3. The State shall make its best efforts to arrange with other non-executive branch agencies, authorities and other governmental entities to place the affected permanent employee should redeployment in the classified service not be possible.

4. Agencies with authority to fill vacancies will be required to use the redeployment list provided by the Department of Civil Service to fill vacancies. A vacancy in any State department or agency shall not be filled by any other means, except by redeployment, until authorized by the Department of Civil Service.

5. Employees offered redeployment shall have at least five (5) working days to accept or decline the offer.

6. Full-time employees will be redeployed to full-time assignments and part-time employees will be redeployed to part-time assignments, unless the employee volunteers otherwise.

7. Redeployment opportunities within the PS&T Unit shall first be offered to affected employees in the PS&T Unit. Exceptions to this section may be agreed to by the Employment Security Committee.

8. There shall be the following types of redeployment:

(a) Primary redeployment shall mean redeployment to the employee's current title or a title determined by the Department of Civil Service to have substantially equivalent tests, qualifications or

duties. Comparability determinations shall be as broad as possible and will include consideration of the professional licenses or educational degrees required of the incumbents of the positions to be contracted out.

(b) Secondary redeployment shall be to a title for which the employee qualifies by virtue of his/her own background and qualifications. Participation shall not be mandatory for either party. If an individual employee is interested in secondary redeployment, the State shall work with that employee to identify suitable available positions and arrange for placements. Should the Department of Civil Service determine that an employee can be certified for appointment to a particular job title, such employee shall be placed on the appropriate reemployment roster immediately upon such determination. Appointments from such reemployment rosters shall be governed by Civil Service Law. The State shall make its best efforts to identify suitable available positions and arrange for placements. Secondary redeployment shall not be considered until primary redeployment alternatives are fully explored.

(c) Employees not successfully redeployed through their primary and secondary redeployment options may be temporarily appointed to positions in which they are expected to be qualified for permanent appointment within nine (9) months. At the discretion of the appointing authority and the Department of Civil Service, this period may extend to one year. Participation shall not be mandatory for either party.

When the employee completes the necessary qualification(s) for the position, such employee shall be permanently appointed to the position pursuant to Civil Service Law, Rules and Regulations.

If the employee fails to complete the required qualification(s) for the position, fails the required probation, or is otherwise not appointable, the employee's transition benefits shall be subject to the provisions of subsection 14(d) below.

In the event an employee completes the qualification(s) but is unappointable because of the existence of a reemployment list, that employee shall be placed on the reemployment roster for the title in question.

If the trainee employee is appointed pursuant to the foregoing to a higher level position, the employee shall retain his/her present salary while in a trainee capacity.

If the trainee employee is appointed pursuant to the foregoing to a lower level position, a trainee salary rate appropriate to the new position will be determined at the time of appointment.

(d) Employees who are redeployed to comparable titles or through secondary redeployment in a lower salary grade shall be placed on reemployment lists.

9. Agencies with employees to be redeployed shall notify the Department of Civil Service of the name, title and date of appointment of affected employees at least 90 days prior to the effective date of the contract for goods and services which makes redeployment necessary. If more than 90 days notice is possible, such notice shall be provided. Agencies shall be responsible for managing the redeployment effort in conjunction with the Department of Civil Service. Employees to be redeployed shall be notified by their agency at the same time as the agency notifies the Department of Civil Service.

10. Primary redeployment to current or comparable titles shall be accomplished without loss to the redeployed employee of compensation, seniority or benefits (except as benefits other than base salary are affected by new bargaining unit designations). Future increases in compensation of employees redeployed to comparable titles shall be determined by the position to which the employee is redeployed. Subsequently negotiated salary increases shall not permit an employee to exceed the job rate of the new position.

11. Salary upon secondary redeployment shall be that appropriate for the salary grade to which the employee is redeployed, as calculated by the Office of the State Comptroller and/or the Director of Classification and Compensation, as appropriate.

12. An employee may elect redeployment to any county in New York State, but the employee may not decline primary redeployment in his/her county of residence, or county of current work location. Such declination will result in separation without the transition benefits of Article 22.1(b) of the Agreement.

13. Any fees required by the Agency or the Department of Civil Service upon the redeployment of an employee shall be waived. Redeployed employees who qualify for moving expenses

under the State Finance Law, Section 202, and the regulations thereunder, shall be entitled to payment at the rates provided in the Rules of the Director of the Budget (9 New York Code of Rules and Regulations, Part 155).

14. Probation

(a) Permanent non-probationers redeployed to positions in their own title or to titles for which they would not be required to serve a probationary period under applicable Civil Service Law and Rules shall not be subject to further probation.

(b) Probationers redeployed to positions in their own title shall serve the balance of their probationary period in the new agency.

(c) Employees redeployed to comparable titles for which they would be required to serve a probationary period under applicable Civil Service Law and Rules or under secondary redeployment shall be subject to a probationary period in accordance with the Rules for the Classified Service.

(d) Employees who fail probation shall be eligible for layoff and preferred list rights in their original titles. Additionally, such employees who fail probation shall have an opportunity to select either the transition benefit of an Educational Stipend as set forth in Appendix VI(B), or the Severance Option as provided for in Appendix VI(C). The value of the salary earned during the redeployed employee's probation (or in connection with 8(c) above) shall be subtracted from the value of the transition benefit, VI(B) or VI(C), chosen by the employee.

(B) Definitions

1. "Seniority" shall be determined by Section 80 and Section 80-a of the Civil Service Law.

2. In the event that two or more employees have the same seniority date, the employee with the earliest seniority date in an affected title shall be deemed to have the greater seniority. Further tie breaking procedures shall be developed by the Committee and applied consistently.

B. EDUCATION STIPEND

(1) Eligibility

a. The Education Stipend shall solely apply to permanent employees who are eligible as per Article 22.1, who have agreed to accept the terms as set forth herein and have been notified of their acceptance by the State.

b. Employees who have exercised one of the options described in Section 22.1(b)(ii), (iii) of the Agreement and related Appendices shall be ineligible for the Education Stipend set forth herein.

(2) Stipend

An employee may elect to receive an Education Stipend for full tuition and fees at an educational institution or organization of the employee's choosing to pursue course work or training offered by such institution or organization provided, however, that the employee meets the entrance and/or course enrollment requirements. The maximum stipend cannot exceed the one year (two semesters) SUNY tuition maximum for Resident Graduate Students. Such tuition will be paid by the State directly to the institution in which the employee is pursuing course work, subject to certification of payment by the agency of the employee's training plan.

(3) Health Insurance

A permanent affected employee who elects the Education Stipend and is separated shall continue to be covered under the State Health Insurance Plan at the same contribution rate as an active employee for one year following such separation or until reemployment by the State or employment by another employer, whichever occurs first.

C. SEVERANCE OPTION

(1) Definitions

a. The terms "affected employee" and "affected employees" shall refer to those employees of the State of New York who are represented by the Public Employees Federation and who are subject to

redeployment pursuant to provisions of Article 22.1, unless otherwise indicated herein.

b. The term "Service" shall mean an employee's State service as would be determined by the retirement system, regardless of jurisdictional class or civil service status. If the State can verify an employee's claim that his/her "State service," as determined by the New York State Employee Retirement System, is not complete because the employee was not a member of the New York State Employee Retirement System, the employee shall have that verifiable service credit added to the New York State Employee Retirement System "service" determination for purposes of establishing their severance pay entitlement.

(2) Eligibility

a. The severance benefits provided by this Severance Option shall apply solely to permanent employees who are eligible pursuant to Article 22.1, and

b. who have agreed to accept the terms as set forth herein; have been notified of their acceptance by the State; have executed a Severance Agreement; and are subject further to the limitations set forth in (2)c. below.

c. Employees who have declined a primary redeployment opportunity in county of residence, or county of work location or exercise one of the options described in 22.1(b)(i) or (iii) shall be ineligible for the severance benefits set forth in this Severance Option.

(3) Payment Schedule

a. Other than those covered under b. below, all affected employees with at least six (6) months, but less than one year of service are eligible to receive $2,000 or two weeks' base pay, whichever is greater.

Each additional year of service will result in a $600 increase per year to a maximum of $15,000. However, employees in the following categories will receive the amount specified below if that amount exceeds that which would be otherwise payable.

One (1) year of service, but less than three (3) years of service	Four (4) weeks of Base Pay
Three (3) years of service, but less than five (5) years of service	Six (6) weeks of Base Pay
Five (5) years of service, but less than ten (10) years of service	Eight (8) weeks of Base Pay
Ten (10) years of service, but less than fifteen (15) years of service	Ten (10) weeks of Base Pay
Fifteen (15) years of service, but less than twenty (20) years of service	Twelve (12) weeks of Base Pay
Twenty (20) or more years of service	Fourteen (14) weeks of Base Pay

b. Affected employees 50 years of age or over may choose the schedule in a. above or the following at their option:

- Employees with ten (10) years of service, but less than fifteen (15) are eligible to receive 20 percent of base annual salary;
- Employees with fifteen (15) years of service, but less than twenty (20) are eligible to receive 30 percent of base annual salary;
- Employees with twenty (20) years of service, but less than twenty-five (25) are eligible to receive 40 percent of base annual salary;

- Employees with twenty-five (25) years of service or more are eligible to receive 50 percent of base annual salary.

(4) Payment Conditions

a. All payments made to affected employees under the Severance Option shall be reduced by such amounts as are required to be withheld with respect thereto under all federal, state and local tax laws and regulations and any other applicable laws and regulations. In addition, the severance payment made pursuant to Section 3 of this Severance Option shall not be considered as part of salary or wages for the purposes of determining State and member pension contributions and for the purposes of computing all benefits administered by the New York State Employees Retirement System.

b. All payments made to affected employees under this Severance Option are considered to be one-time payments and shall not be pensionable. Each affected employee must execute a Severance Agreement (attached hereto) prior to separation from State service in order to be eligible to receive said payment.

c. In no event shall an affected employee who returns to State service receive severance pay in an amount that would exceed that which he or she would otherwise have received as base annual salary during the period of separation from State service. Should the severance pay exceed the amount of base annual pay otherwise earned during the period of separation from State service, said employee shall repay the difference pursuant to the following rules:

i. Any affected employee who resumes State service shall repay such excess payments received within one (1) year of the employee's return to payroll, by payroll deductions in equal amounts.

ii. Nothing in this Section (4) c. shall affect the State's right to recover the full amount of the monetary severance payment by other lawful means if it has not recovered the full amount by payroll deduction within the timelines herein.

(5) Health Insurance

A permanent affected employee who elects the Severance Option and is separated shall continue to be covered under the State Health Insurance Plan at the same contribution rate as an active employee for one (1) year following such separation or until reemployment by the State or employment by another employer, whichever occurs first.

(6) Savings Clause

If any provision of this Severance Option is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific provision or part thereof specified in such decision shall be of no force and effect, but the remainder of this Severance Option shall continue in full force and effect.

D. GRIEVABILITY AND DISPUTE RESOLUTION

(1) The application of terms of the Appendix shall be grievable only up to Step Three of the provisions of Article 34 (Grievance and Arbitration Procedure).

(2) Disputes raised to the Step Three level will be reviewed by the Employment Security Committee for attempted resolution. If a decision must eventually be rendered and no resolution is agreed to, the decision shall be issued pursuant to the procedures outlined in Article 34.1(b).

SEVERANCE AGREEMENT

I hereby apply for the severance benefits as described in the Severance Option (Appendix VI(C) to the 2023-2026 Collective Bargaining Agreement) and agree to accept such benefits if my application is approved by the State of New York. I understand that the State of New York shall approve applications of all employees who are eligible to apply for such benefits pursuant to the provisions of Article 22.1 of the 2023-2026 Collective Bargaining Agreement.

I understand that by accepting these severance benefits, I agree to be bound by the terms and conditions set forth in Appendix VI(C), which is incorporated herein by reference. These terms and conditions include the following:

I understand that I shall not be required to make any payment on account of the monetary severance payment and/or any other benefits I receive pursuant to this agreement into any Retirement or Pension System or Plan of which I am or may become a member, nor shall any such payment be permitted.

I understand that the State of New York shall not be required to make any contribution or payment into any Retirement or Pension System or Plan of which I am or may hereafter become a member based upon the monetary severance payment, and/or any other benefits I receive pursuant to this agreement.

I understand that any monetary severance payment and/or other benefits paid to me pursuant to this agreement shall not be considered in computing the amount of benefits or allowances to which I or my beneficiaries or heirs may be entitled under any Retirement or Pension System or Plan of which I am or may hereafter become a member.

I understand that, in exchange for my agreement to all the terms and conditions set forth in Appendix VI(C), the State will do the following:

The State will pay me a monetary severance payment in the amount determined in accordance with my length of service, as described in Appendix VI(C).

This written agreement, including Appendix VI(C) referenced herein, contains all the terms and conditions agreed upon by the parties. In the event that the terms of this agreement conflict with the 2023-2026 Collective Bargaining Agreement between the State and the Public Employees Federation, the terms of the 2023-2026 Collective Bargaining Agreement shall prevail.

I accept the severance benefits as described in Appendix VI(C) to the 2023-2026 Collective Bargaining Agreement between the Public Employees Federation and the State of New York.

Please print:

_____
Employee's Name

_____
Employee's Social Security No.

_____
Employee's Agency

_____
Employee's Civil Service Title

_____
Signed

_____
Date

Sworn to before me this
_____day of _____, 20___

_____
Notary Public

June 6, 2023

Mr. Wayne Spence
President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

When contracting out for services currently performed by employees represented by the Public Employees Federation (PEF) is under consideration, and may result in position abolition, the process outlined herein shall be followed in order to inform PEF and allow for full discussion of alternatives.

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

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

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

PEF shall have the opportunity to provide written alternatives to the proposed contracting out. Should PEF choose to use this opportunity, alternatives must be provided to the State, in writing, within 45 calendar days of the commencement of discussion in order to have the alternatives considered.

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

Sincerely,

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will continue and confirm our understanding in connection with redeployment activities pursuant to Article 22 and Appendix VI (A) of the 1995-1999 State/PEF Agreement.

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

Sincerely,

For the State:	For PEF:
Michael Volforte Director Office of Employee Relations	Wayne Spence President Public Employees Federation

June 6, 2023

Mr. Wayne Spence
President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will continue and confirm the understanding reached during negotiations of the 1995-1999 State/PEF Agreement regarding transition benefit (iii) of Article 22.1(b)-preferential employment with the contractor.

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

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

Pursuant to Section 4-a of Chapter 315 of the Laws of 1995, employees may exercise their option to accept preferential employment with the contractor without violating the revolving door provisions of the State Ethics Law.

In addition, while transition benefit (iii) of Article 22.1(b) is intended as a benefit available prior to layoff to avoid any break in employment, the parties recognize that job offers might be extended by the contractor to affected employees at some point after their layoff from State service, and after their receipt of either transition benefit (i) or (ii). In such circumstances, affected employees may accept such job offers and will be covered by the provisions of Section 4-a of Chapter 315 of the Laws of 1995.

Sincerely,

For the State:

Michael Volforte
Director
Office of Employee Relations

For PEF:

Wayne Spence
President
Public Employees Federation

Appendix VII

Empire Plan Protections to Ensure Network Access

This Appendix reflects the access protections in place as of the date of this Agreement and may be updated during the term of the Agreement due to changes in laws, rules, regulations, and other mandates. Please refer to the *Empire Plan Certificate of Insurance* for the most current access protections.

Medical and Specialty Services

Network benefits are guaranteed within the specified mileage standards for the following primary care and core specialties:

- Primary Care: Family Practice, General Practice, Internal Medicine, Pediatrics, Obstetrics/Gynecology
- Specialists: Allergy, Anesthesia, Cardiology, Dermatology, Emergency Medicine, Gastroenterology, General Surgery, Hematology/Oncology, Neurology, Ophthalmology, Orthopedic Surgery, Otolaryngology, Pulmonary Medicine, Radiology, Rheumatology, Urology

Reasonable distance from the enrollee's residence is defined by the following mileage standards:

Urban:	Primary Care 8 miles	Specialist 15 miles
Suburban:	Primary Care 15 miles	Specialist 25 miles
Rural:	Primary Care 25 miles	Specialist 50 miles

Guaranteed Access Medical and Specialty Services

Guaranteed access was negotiated by PEF commencing in 2012 for Empire Plan primary members. See Section 9.2.

The Empire Plan will guarantee access to network benefits for covered services provided by primary care physicians and specialists (listed above) in New York State and counties in Connecticut, Massachusetts, New Jersey, Pennsylvania and Vermont that share a border with the State of New York when there are no participating providers within a reasonable distance from the enrollee's residence.

To receive network benefits, enrollees must call the Empire Plan Medical/Surgical Program at 1-877- 769-7447 prior to receiving services and use one of the providers approved by the Program. You will be responsible for contacting the Provider to arrange care. Appointments are subject to Provider's availability and the Program does not guarantee that a Provider will be available in a specified time. Guaranteed access applies when The Empire Plan is your primary health insurance coverage (pays benefits first, before any other group plan or Medicare), the enrollee lives in New York State or bordering counties in Connecticut, Massachusetts, New Jersey, Pennsylvania and Vermont and there is not an Empire Plan Participating Provider

within a reasonable distance from the enrollee's residence.

New York State Out-of-Network Referral Mandate

Under NYS Law, the Empire Plan must provide access to primary care and specialty providers if services are not available within a 30-mile radius or 30-minute travel time from your home address. This requirement applies to Empire Plan primary enrollees residing within the United States. Contact the appropriate Empire Plan administrator if you require access to a certain provider.

The Empire Plan must provide access to primary care providers within the following time and distance standards:

- Metropolitan Areas: 30 minutes by public transportation.
- Non-Metropolitan Areas: 30 minutes or 30 miles by public transportation or by car.
- In rural areas, transportation may exceed these standards if justified.

Out-of-Network Referrals

Under NYS law, if the Empire Plan network does not have an in-network provider within the time and distance standards above who has the appropriate level of training and experience to treat a condition, you have the right to request an out- of-network referral to a qualified provider. You or your provider must first request approval from the appropriate Plan administrator to receive consideration for the service to be paid at an in-network level.

If the Plan approves the request, you must use the approved out-of-network provider. Covered services will be paid at the in-network benefit level, with any applicable network copayment owed.

If the Plan denies the request, benefits for covered services are available under out-of-network benefit provisions, subject to deductible and coinsurance. The enrollee and the enrollee's referring provider can file an external appeal through the NYS Department of Financial Services (DFS).

Surprise Bills

Provisions of state and federal law protect patients from being responsible for healthcare charges that may have been provided and were not in the patient's control. Under these laws, the patient's out- of-pocket responsibility may be limited to the network out-of-pocket charges for any bill deemed to be a surprise bill.

Surprise Bills anywhere in the United States/U.S. Territories

When you receive healthcare services from a non-participating doctor, the bill you receive for those services will be considered a surprise bill if:

- You received services at an in-network hospital or ambulatory surgical center and a participating health care professional was not available.
- A non-participating health care professional provided services without your consent in an in-network facility, and you did not sign a consent form with the nonparticipating health care professional agreeing to be financially responsible beyond your network copayment.

Surprise Bill within New York State
When you receive healthcare services from a non-participating health care professional, the bill you receive for those services will be considered a surprise bill if:

- A participating health care professional sends a specimen taken from the patient in the office to a nonparticipating laboratory or pathologist without your consent.
- Unforeseen medical circumstances arose at the time the healthcare services were provided.
- A nonparticipating healthcare professional provided services without your consent.

Network Benefits at a Non-Network Hospital/Facility

Network benefits will be approved at a non-network hospital/facility:

- When no network facility is available within 30 miles of your residence.
- When no network facility within 30 miles of your residence can provide the covered services you require.
- When the admission is deemed an emergency or urgent inpatient or outpatient service.
- When care is received outside the United States.
- When another plan, including Medicare, is providing primary coverage.

Network Benefits through the Home Care Advocacy Program
The Empire Plan's Home Care Advocacy Program provides home care services, certain durable medical equipment, and medical supplies. You must call HCAP to arrange for services and use an HCAP approved provider to receive paid in full benefits under network coverage. Call the Empire Plan at 1- 877-769-7447 and choose the Medical/Surgical Program, then choose the option for the Home Care Advocacy Program.

Guaranteed Access – Chiropractic Treatment, Physical Therapy and Occupational Therapy
You are guaranteed that network benefits will be available to you under the Managed Physical Medicine Program.

Should a member not be able to find an in-network provider within a reasonable distance from their home, they should contact the Empire Plan's Managed Physical Medicine Program to request in- network level of benefits. Call the Empire Plan at 1-877-769-7447 and choose the Medical/Surgical Program.

MPMP will make arrangements for you to receive medically necessary chiropractic treatment, physical therapy, or occupational therapy, and you will pay only your applicable copayment for each visit. But you must call first and you must use the provider with whom MPMP has arranged your care.

You must follow program requirements if you seek treatment anywhere in the United States, including Alaska and Hawaii,

For your reference, the current MPMP network of providers at minimum includes:

Urban: 1 network provider within 3 miles

Suburban: 1 network provider within 15 miles

Rural: 1 network provider within 40 miles

Guaranteed Access - Mental Health and Substance Use

The Empire Plan's Clinical Referral Line (CRL) provides guaranteed access under the Empire Plan's Mental Health and Substance Use Program (MHSU) when a network provider is not available for treatment of mental health or substance use disorder.

If you cannot locate a network provider in your area, contact the Clinical Referral Line (CRL) for an out- of-network referral. The CRL is available 24 hours a day, 7 days a week by calling 1-877-769-7447, select the option for the Mental Health and Substance Use Program and then choose Clinical Referral Line. If the referral is approved, the claim will be processed as an in-network claim.

For your reference, the current MHSU network of providers at minimum includes:

Urban: 1 network practitioner within 3 miles

1 network facility within 5 miles

Suburban: 1 network practitioner within 15 miles

1 network facility within 15 miles

Rural: 1 network practitioner within 40 miles

1 network facility within 40 miles

I N D E X

The following is a "partial index" of most of the major elements within the contract. It is provided for convenience and in no way modifies any of the provisions of the Agreement.

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