

2003-2007

Civil Service Employees Association

and

New York State

Tentative Agreement

Highlights

Issue	Current Benefit	Tentative Agreement
Article 7 - Across the Board Increases	NONE	<ul style="list-style-type: none"> ▪ \$800 bonus upon ratification (pensionable) ▪ 2.50% in April 2004 ▪ 2.75% in April 2005 ▪ 3.0% in April 2006 <p style="text-align: center;">and</p> <p>\$800 increase ON BASE SALARY on 3/31/07 (4th Year Total-5.5% increase on average CSEA salary.</p>
Article 7 Downstate Adjustment and Mid-Hudson Adjustment	<ul style="list-style-type: none"> ➤ Downstate Adjustment <ul style="list-style-type: none"> • \$1,200 ➤ Mid-Hudson Adjustment <ul style="list-style-type: none"> • NONE 	<ul style="list-style-type: none"> ➤ Downstate Adjustment <ul style="list-style-type: none"> • 4/1/04 - \$1,230 • 4/1/05 - \$1,264 • 4/1/06 - \$1,302 ➤ Mid-Hudson Adjustment <ul style="list-style-type: none"> • Mid-Hudson Adjustment for Dutchess, Putnam and Orange Counties • ATB rate increase applied • 4/1/04 - \$615 • 4/1/05 - \$632 • 4/1/06 - \$651
Article 7 - Hazardous Duty	<ul style="list-style-type: none"> ▪ \$0.50 per hour 	<ul style="list-style-type: none"> ▪ Increased to \$0.60/hour
Article 7 - Inconvenience Pay	<ul style="list-style-type: none"> ▪ \$500 a year 	<ul style="list-style-type: none"> ▪ Increase to \$550 a year
Article 7 - Holiday Pay	<ul style="list-style-type: none"> ▪ Thanksgiving and Christmas - earn holiday pay at the rate of time and one half, and compensatory time at straight time. ▪ Holiday recall is only available during the first 7.5 or 8 hours of a designated holiday shift, even if alternative work schedule. 	<ul style="list-style-type: none"> ▪ Thanksgiving and Christmas - earn holiday pay and compensatory time at the rate of time and one half. ▪ Holiday recall is available beyond 7.5 or 8 hours of a designated holiday shift for an employee whose regular shift is more than 7.5 or 8 hours. ▪ For example, a 10-hour employee gets recalled on a workday holiday beyond the holiday portion of his shift (9th hour), he/she now eligible for holiday recall.
Article 23 - Overtime Meal Allowance	<ul style="list-style-type: none"> ▪ \$5.00 per meal ▪ Contiguous either prior to the start of employee shift or at the conclusion of employee shift 	<ul style="list-style-type: none"> ▪ \$5.50 per meal ▪ No longer necessary to be contiguous ▪ Less than full-time are eligible when they meet the same criteria as a full-time employee

<i>Issue</i>	<i>Current Benefit</i>	<i>Tentative Agreement</i>
<p>Special Assignment to Duty Pay (Side Letter)</p>	<p>NONE</p>	<p>Side Letter:</p> <ul style="list-style-type: none"> ▪ Certain employees whose jobs require them to work on highway Rights-of-Way (ROW) will be provided additional compensation <p>Duty Assignments – Assignments that are within the highway ROW include:</p> <ul style="list-style-type: none"> ▪ Highway infrastructure maintenance (roads/bridges) ▪ Repair and replacement ▪ Pavement marking ▪ Tree pruning and removal ▪ Traffic signal ▪ Sign installation and repair ▪ Roadside mowing ▪ Debris cleanup ▪ Truck inspection ▪ Motorist assistance (H.E.L.P.) <p>Benefit – Employees who work 50% or more under such conditions in a calendar year will receive a lump sum payment of \$500.</p> <p>Qualifying Process – Management has 45 days from end of calendar year to notify employees who are not qualified for such payment. Employees may appeal and management has 45 days to make a final determination</p> <p>Pilot - Upon ratification this benefit will begin as a pilot project and will end on March 31, 2007 unless union and management agree to extend it</p> <p>Committee - Joint Labor Management Committee to review additional activities that may constitute a special assignment to duty</p>

Health Insurance Benefit Changes

Empire Plan Hospital/Medical Changes

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
<u>Article 9.2(a)</u> Hospital Outpatient Services	\$25 copayment per outpatient visit. The hospital outpatient copayments will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting, pre-admission testing/pre-surgical testing prior to an inpatient admission and for the following covered chronic care outpatient services: chemotherapy, radiation therapy, hemodialysis.	Effective 1/1/05 \$30 copayment per outpatient visit. The hospital outpatient copayments will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting, pre-admission testing/pre-surgical testing prior to an inpatient admission and for the following covered chronic care outpatient services: chemotherapy, radiation therapy, hemodialysis.
<u>Article 9.2(a)</u> Emergency Room Services	\$35 copayment for emergency room services. Emergency room copayment will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting.	Effective 1/01/05 \$50 copayment for emergency room services. Emergency room copayment will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting.
<u>Article 9.2</u> Hospital Extension Clinics (New)	Facility charges at hospital extension clinics currently excluded from coverage.	Effective January 1, 2005 coverage will include charges for services provided in a remote location of the hospital, including hospital owned and operated on-site and off-site extension clinics. Applicable copayments will apply as follows: <ul style="list-style-type: none"> ▪ Emergency care provided in the emergency room or an extension clinic of the hospital will be subject to the \$50 Emergency Room copayment. ▪ Outpatient services provided in the outpatient department of a hospital or an extension clinic of the hospital will be subject to the \$30 Outpatient Hospital copayment.
<u>Article 9.3 (a)</u> Office Visit	\$10 copayment per covered individual. Office visit charges by participating providers for well childcare, including routine pediatric immunizations, will be excluded from office visit copays.	Effective 1/01/05 all covered charges provided by participating providers during a visit will be subject to a \$12 copayment per covered individual. Office visit charges by participating providers for well childcare, including routine pediatric immunizations, will be excluded from office visit copays.

Empire Plan Hospital/Medical Changes

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
<u>Article 9.3 (c)</u> Outpatient Surgery	All covered outpatient surgery procedures performed by a participating provider during a visit will be subject to a \$10 copayment.	Effective 1/1/05 all covered outpatient surgery procedures performed by a participating provider during a visit will be subject to a \$12 copayment.
<u>Article 9.3(e)</u> Diagnostic/ Laboratory Services	All covered diagnostic/laboratory services performed by a participating provider during a visit will be subject to a \$10 copayment per covered individual.	Effective 1/01/05 all covered diagnostic/laboratory services performed by a participating provider during a visit will be subject to a \$12 copayment per covered individual.

Article 9.3(f) Outpatient Radiology Services	All covered outpatient radiology services performed by a participating provider during a visit will be subject to a \$10 copayment per covered individual.	Effective 1/01/05 all covered outpatient radiology services performed by a participating provider during a visit will be subject to a \$12 copayment per covered individual.
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Empire Plan Enhancements – Basic Medical Changes

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
Article 9.4(a) Basic Medical Deductible	The basic medical component deductible shall equal \$185 per enrollee; \$185 per covered spouse or domestic partner; and \$185 for one or all-dependent children.	Effective 1/1/05 , the basic medical component shall equal \$225 per enrollee; \$225 per covered spouse or domestic partner; and \$225 for one or all-dependent children.
Article 9.4(b) Maximum Out-Of- Pocket Expense	The maximum enrollee coinsurance out-of-pocket expense under the basic medical component shall remain \$776 per individual or family in any one year	Effective 1/1/05 , The maximum enrollee coinsurance out-of- pocket expense under the basic medical component shall equal \$900 per individual or family in any one year.
Article 9.4(b) Reduced Out-Of- Pocket Maximum	For enrollees earning \$24,657 or less in base annual salary on April 1, 2002 , the \$776 maximum shall continue to be reduced to a maximum or \$500 in coinsurance per year. Enrollee must be head of household and sole wage earner in a family.	Effective 1/1/05 for Employees in a Title Salary Grade 6 or Below or an Employee Equated to a Position Salary Grade 6 or Below on January 1, 2005, the \$900 Maximum Coinsurance Out-of-pocket Expense Shall Be Reduced to a Maximum of \$500 in Coinsurance Per Year. (No Sole Wage Earner Requirement and Automatic Enrollment.)

Empire Plan Enhancements

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
Article 9.4(d) Lyme Disease Vaccine Study	The JCHB shall work with the State to explore the addition of Lyme Vaccine to the list of injectable adult immunizations based on the State’s workplace pilot project and the long-term effectiveness of the vaccine.	Delete Language
Article 9.4(h) Hearing Aids	Services for examinations and/or purchase of hearing aids shall be a covered basic medical benefit and shall be reimbursed up to a maximum \$1,200 once every four years . For children 12 and under the same benefit can be available after 24 months.	Effective 1/1/05 • \$1,200 Per Hearing Aid, Per Ear, Once Every 4 Years • Children 12 and Under, Once Every 2 Years. Effective 1/1/06 • \$1,500 Per Hearing Aid, Per Ear, Once Every 4 Years • Children 12 and Under, Once Every 2 Years.

Empire Plan Enhancements

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
<p>Article 9.4(j) Mastectomy Prosthetics</p>	<p>Covered under Basic Medical.</p>	<p>Effective January 1, 2005 Mastectomy prosthetic(s) will be a covered in full benefit not subject to deductible or coinsurance. Coverage will be provided by the medical carrier as follows:</p> <ul style="list-style-type: none"> • Benefits are available for one single/double mastectomy prosthetic(s) in a calendar year. • Pre-certification through the Home Care advocacy Program is required for any single external prosthetic costing \$1,000 or more. If a less expensive prosthetic can meet the individual's functional needs, benefits will be available for the most cost-effective alternative.
<p>Article 9.2(c) Centers of Excellence Program</p>	<p>Centers of Excellence Program currently include Transplants and Infertility.</p>	<p>Effective January 1, 2005 or as soon as practicable thereafter, the Empire Plan Centers of Excellence Program will be expanded to include Cancer Resource Services. The Cancer resource Program will provide:</p> <ul style="list-style-type: none"> -Direct telephonic nurse consultations; -Information and assistance in locating appropriate care centers; -Connection with cancer experts at Cancer Resource Services network facilities -A modest travel allowance; and -Paid-in-full reimbursement for all services provided at a Cancer Resource Service network facility when the care is pre-certified.
<p>Article 9.5 Substance Abuse Lifetime Maximum</p>	<p>The Lifetime maximum for substance abuse care including alcoholism, under the non-network coverage is \$100,000 for you, the enrollee and \$100,000 for each of your covered dependents.</p>	<p>Effective 1/1/04 – Retroactive The Lifetime maximum for substance abuse care including alcoholism, under the non-network coverage is \$250,000 for you, the enrollee and \$250,000 for each of your covered dependents</p>
<p>Article 9.6 Non-Medically Necessary Hospital Days</p>	<p>\$100 Copayment for Each Day That Hospitalization Is Deemed Non-Medically Necessary.</p>	<p>Effective 1/1/05 Any Hospital Day Deemed Non-Medically Necessary Will Not Be Covered Under the Empire Plan. Enrollee Has the Right to Appeal Through Hospital Carrier and Regulatory Agency.</p>
<p>Article 9.9 (c) Infertility Coverage</p>	<p>Lifetime coverage limit per individual of \$25,000</p>	<p>Effective January 1, 2005, the lifetime coverage limit per individual will be increased to \$50,000.</p>
<p>Article 9.11 Disease Management</p>	<p>Current Empire Plan Disease Management Programs include Cardiovascular Risk Reduction, Migraine Management, Asthma and Diabetes.</p>	<p>As soon as practicable, the Empire Plan Disease Management component shall be expanded to include two (2) additional programs. If time permits, a third Disease Management Program will be added.</p>

Empire Plan Prescription Drug Changes

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
<p>Article 9.14(b) Prescription Drug Retail or Mail Order – 30 day supply</p>	<ul style="list-style-type: none"> ▪ \$5 copayment for generic drugs ▪ \$15 copayment for brand name drugs with no generic equivalent. ▪ Up to 90-day supply with one copayment ▪ Mandatory generic 	<p>A third tier of prescription drugs and prescription copayment will be created to differentiate between brand- name and non-preferred brand-name drugs. The copayment for prescription drugs purchased at a retail pharmacy for a 30-day supply will be: Tier 1 - \$5 Tier 2 - \$15 Tier 3 - \$30 Mandatory generic</p>
<p>Article 9.14(b) Prescription Drug Retail – 31 to 90 day supply</p>	<ul style="list-style-type: none"> ▪ Up to 90-day supply with one copayment ▪ Mandatory generic 	<p>The copayment for prescription drugs purchased at a retail pharmacy for a 31 to 90 day supply will be: Tier 1 - \$10 Tier 2 - \$30 Tier 3 - \$60 Mandatory generic</p>
<p>Article 9.14(b) Prescription Drug Mail Order – 31 to 90 day supply</p>	<ul style="list-style-type: none"> ▪ Up to 90-day supply with one copayment ▪ Mandatory generic 	<p>The copayment for prescription drugs purchased at the mail service pharmacy for a 31 to 90 day supply will be: Tier 1 - \$5 Tier 2 - \$20 Tier 3 - \$55 Mandatory generic</p>

Eligibility Changes

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
<p>Article 9.18 Domestic Partner Coverage</p>	<p>Domestic partner must have been in the partnership for at least one year and there will be a two-year waiting period from the termination date of your previous partner’s coverage before an employee may again enroll a domestic partner.</p>	<p>Effective January 1, 2005, the employee and the domestic partner must have been in the partnership for at least six (6) months and there will be a one-year waiting period from the termination date of your previous partner’s coverage before an employee may again enroll a domestic partner.</p>

Empire Plan Enhancements

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
Prosthetics and Orthotics	Covered Under Basic Medical Component Subject to Deductible and Coinsurance.	Effective 1/1/05 <ul style="list-style-type: none"> •Paid-in-full Benefits If Obtained Through an Approved Prosthetic/Orthotic Network Provider •Basic Medical Benefits Apply If Not Obtained Through an Approved Prosthetic/Orthotic Network Provider
Discount Provider Network	None	Effective 1/1/05 Through 12/31/06 - Pilot Empire Plan Enrollees Will Have Access to an Expanded Network of Providers Through An Additional Provider Network Basic Medical Provisions Will Apply to the Providers in the Expanded Network Option Payment Will Be Made by the Plan Directly to the Discount Providers. No Balance Billing of Discounted Rate Will Be Permitted .

JCHB Endeavors

ISSUE	CURRENT BENEFIT	TENTATIVE AGREEMENT
Article 9.26(d)(2) Empire Plan Consolidated Telephone Number	Empire Plan consolidated telephone number has been accomplished.	Delete language
Urgent Care Facilities	None	The JCHB will work with the State and medical carrier to develop an enhanced network of urgent care facilities.
Medical Flexible Spending Account Debit Card	None	The JCHB will work with the State to implement a direct debit vehicle to be utilized under the Medical flexible Spending Account.
Empire Plan Alternate Funding Arrangement	None	The JCHB will work with the State to study the feasibility of administering the Empire Plan through an alternate funding arrangement.
Purchasing of Prescription Drugs	The JCHB will work with the State to study the feasibility of an inclusive statewide “carve-out” program for prescription drugs.	The Joint Committee on Health Benefits will work with the State to study the feasibility of purchasing prescription drugs through an alternate arrangement resulting in substantial savings to the program. The JCHB will work with the State on the redesign of this benefit.
Two Person Premium	None	The Joint Committee on Health Benefits shall study the feasibility of a two-person premium.
Empire Plan Hospital Network	None	The Joint Committee on Health Benefits will work with the State and the Empire Plan hospital and medical carriers to explore the development of an Empire Plan Hospital Network, which shall include paid-in-full benefits for anesthesiology, radiology and pathology.

<i>Issue</i>	<i>Current Benefit</i>	<i>Tentative Agreement</i>
Article 10 - Productivity Enhancement Program	<ul style="list-style-type: none"> ➤ Health Option Program <ul style="list-style-type: none"> ▪ Every year eligible employees may choose to reduce their prospective SL accruals by 3 days per year in exchange for a \$300 credit to be used to reduce that year's health insurance premium deduction <p>Eligibility:</p> <ul style="list-style-type: none"> ▪ Annual salaried ▪ Earn SL credits ▪ Have SL balance of 15 or more days ▪ NYSHIP enrollee <p>Part-Time Employees</p> <ul style="list-style-type: none"> ▪ Earn 3 fewer pro-rated days a year ▪ Receive a pro-rated portion of \$300 <p>When?</p> <ul style="list-style-type: none"> ▪ Election date 11/1/00 ▪ Effective 1/1/01 <p>Pilot Program</p> <ul style="list-style-type: none"> ▪ Expires 12/31/01 unless parties agree to extend ▪ If continued, \$300 increased by the across the board percentages 	<ul style="list-style-type: none"> ▪ Eligible employees may exchange previously accrued vacation credits and/or personal leave for a dollar credit to be applied toward the employee share of their health insurance premium. <p>Eligibility:</p> <ul style="list-style-type: none"> ▪ Below salary grade 18 or equated to a position below salary grade 18 ▪ Have vacation leave/personal leave balance of 8 days or more ▪ NYSHIP enrollee (Empire Plan or HMO) <p>Part-Time Employees</p> <ul style="list-style-type: none"> ▪ Exchange pro-rated days of vacation leave/personal leave for a pro-rated \$dollar credit <p>Phase 1-</p> <ul style="list-style-type: none"> ▪ Enrollment May-June 2004 ▪ Exchange 1.5 days for a \$200 credit ▪ Applied toward NYSHIP premiums for 7/1/04 to 12/31/04 time period <p>Phase 2 –</p> <ul style="list-style-type: none"> ▪ Enrollment November 2004 ▪ Exchange 3 days for a \$400 credit ▪ Applied toward NYSHIP premiums for 1/1/05 to 12/31/05 time period <p>Phase 3 –</p> <ul style="list-style-type: none"> ▪ Enrollment November 2005 ▪ Exchange 3 days for a \$400 credit ▪ Applied toward NYSHIP premiums for 1/1/06 to 12/31/06 time period <p>Pilot Program</p> <ul style="list-style-type: none"> ▪ Expires 12/31/06 unless union and management agree to extend it.
Article 10 - Sick Leave Accumulation	<ul style="list-style-type: none"> ▪ Up to 165 days of sick leave credits could be used towards retirement service and up to 200 days of sick leave credits could be used to pay for health insurance in retirement 	<ul style="list-style-type: none"> ▪ Up to a total of 200 days of sick leave credits can be used for both retirement service credit and to pay for health insurance in retirement.

<i>Issue</i>	<i>Current Benefit</i>	<i>Tentative Agreement</i>
Article 10 - Sick Leave at Half-Pay	<ul style="list-style-type: none"> ▪ ISU, DMNA and OSU may serve a waiting period of up to 30 consecutive days ▪ ASU has a waiting period of 3 consecutive days 	<ul style="list-style-type: none"> ▪ No waiting period unless the employee was formally disciplined for leave abuse during the previous year ▪ Employees who were formally disciplined may serve a waiting period of up to 10 days
Appendix - Leave Donation Program	<ul style="list-style-type: none"> ▪ Donation allowed across agency lines to eligible family members and further discussion for enhanced cross-agency donation during term of agreement. 	<ul style="list-style-type: none"> ▪ Non-family members can donate across agency lines. ▪ Effective upon ratification and ends on March 31, 2007 unless the union and management agree to extend it.
Educational Leave	NONE	<ul style="list-style-type: none"> ▪ Management can allow an employee whose position requires either a certification or a professional license (excluding a Class D Drivers license) as a minimum qualification, up to 3 days of leave a year to attend program(s) required to maintain such certification or license. ▪ Leave not cumulative from year to year. ▪ No cash liquidation
Compensatory Time for Overtime Worked Program (Side Letter)	NONE	<p>Side Letter:</p> <ul style="list-style-type: none"> ▪ Allow certain employees to choose compensatory time in lieu of overtime pay for hours worked over 40 in a week. ▪ Earn 1.5 hours of compensatory time for every hour of overtime worked (Over40 CompTime). ▪ Accumulate to a maximum 120 hours ▪ Cash-out value is at the rate of pay earned at the time of liquidation <p>Eligibility:</p> <ul style="list-style-type: none"> ▪ Overtime eligible position salary grade 22 and below <p>Pilot Program</p> <ul style="list-style-type: none"> ▪ 3 year pilot program effective upon ratification ▪ Choose to participate for a one year period at a time
Article 10 - Maternity and Child Rearing Leave	<ul style="list-style-type: none"> ▪ Leave for seven months following the date of delivery/date the adoptive child is placed with the family/effective date of adoption 	<ul style="list-style-type: none"> ▪ Leave for seven months can be delayed if child is required to remain hospitalized after birth. ▪ If leave begins (you brought the child home) and the child is required to be hospitalized such leave can be suspended for a single continuous period. ▪ Entitlement to leave expires one year from date of birth of child, or in case of adoption one year from the date the leave originally commenced.

Issue	Current Benefit	Tentative Agreement																				
Article 11 - Worker's Compensation Benefit	<p>Statutory Benefit If earn less than \$31,200:</p> <ul style="list-style-type: none"> 2/3 (66%) of gross salary up to a maximum of \$400/week <p>NONE</p> <p>NONE</p> <p>NONE</p>	<ul style="list-style-type: none"> SAME <p>Supplemental Payment If earn more than \$31,200:</p> <ul style="list-style-type: none"> 60% of gross salary (includes \$400 statutory benefit) Additional supplemental wage payment for nine months for employees whose disability is classified as "total" or "marked". <ul style="list-style-type: none"> Modification to medical waiver form to protect the privacy of employees. Waiver of health insurance premium for employees who do not return after 12 month leave of absence due to State not scheduling a timely return to work medical examination. 																				
Article 29 - Family Benefits	<ul style="list-style-type: none"> The State will contribute between \$200-400 (on a sliding scale) to each employee's account, beginning in the second year of the contract. (The dollar amounts may be increased or decreased depending on the amount of negotiated funds remaining and the number of employees participating) <table border="0"> <thead> <tr> <th>Gross Salary</th> <th>Employer Contribution</th> </tr> </thead> <tbody> <tr> <td>Up to \$35,000</td> <td>\$400</td> </tr> <tr> <td>\$35,001 to 55,000</td> <td>\$300</td> </tr> <tr> <td>Over \$55,000</td> <td>\$200</td> </tr> </tbody> </table> <ul style="list-style-type: none"> Family Benefits Committee and Employee Assistance Program have advisory committees. 	Gross Salary	Employer Contribution	Up to \$35,000	\$400	\$35,001 to 55,000	\$300	Over \$55,000	\$200	<ul style="list-style-type: none"> Amounts increased up to \$600 Increase of current amount of funding by 5% retroactive to 4/1/03. <table border="0"> <thead> <tr> <th>Gross Salary</th> <th>Employer Contribution</th> </tr> </thead> <tbody> <tr> <td>Up to \$35,000</td> <td>\$600</td> </tr> <tr> <td>\$35,001 to 45,000</td> <td>\$500</td> </tr> <tr> <td>\$45,001 to 55,000</td> <td>\$400</td> </tr> <tr> <td>\$55,001 to 65,000</td> <td>\$300</td> </tr> <tr> <td>Over \$65,000</td> <td>\$200</td> </tr> </tbody> </table> <p>A joint labor/management advisory body will oversee both Family Benefits and Employee Assistance Programs.</p>	Gross Salary	Employer Contribution	Up to \$35,000	\$600	\$35,001 to 45,000	\$500	\$45,001 to 55,000	\$400	\$55,001 to 65,000	\$300	Over \$65,000	\$200
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Article 8 - Travel/Relocation Expense Reimbursement	<ul style="list-style-type: none"> CSEA and the State will continue to work towards implementation of tax-saving benefits for use of mass transit. 	<ul style="list-style-type: none"> The State reconfirms a pilot project for pre-tax payment of transportation expenses for a few agencies in New York City, to be followed by discussion with CSEA of possible expansion of the program to other areas and the possibility of including other benefits covered by Federal Law. 																				

<i>Issue</i>	<i>Current Benefit</i>	<i>Tentative Agreement</i>
Article 13 - Payroll	<ul style="list-style-type: none"> Side Letter that the union and management would explore how to notify employees on their pay stub what they are being paid for. 	<ul style="list-style-type: none"> Side Letter that the union and management would meet and explore with the Office of State Comptroller how to notify employees on their pay stub what they are being paid for. On a voluntary basis, employees should have the ability to utilize direct deposit of paychecks or other methods developed by the Office of State Comptroller to receive their compensation.
Article 14 - Employee Development and Training		<ul style="list-style-type: none"> Increase of current amount by 5% retroactive to 4/1/03. Article 21 Quality of Work Life Consolidated into Article 14
Article 15 - Safety and Health		<ul style="list-style-type: none"> Increase of current amount by 5% retroactive to 4/1/03. CSEA and the State agreed to discuss five specific safety and health issues in the Statewide Committee: workplace temperatures, imminent danger situations, minimizing/eliminating hazards, ergonomics, and workplace security
Article 24 - Out-of-Title		<ul style="list-style-type: none"> An employee is no longer required to file additional Out-of-Title grievances when management fails to cease the out-of-title assignment. Agencies will now have ability to extend payment for 2-three month periods. If after six months of extended out-of-title work, Agency must go to GOER for a final extension to pay.
Article 26 - Job Classifications	<ul style="list-style-type: none"> CSEA has 30 days from receipt of new or revised job classification specifications or standards to provide comments to the Division of Classification and Compensation 	<ul style="list-style-type: none"> Comment period was increased to 45 days from receipt of new or revised job classification specifications or standards.
Article 30 - Employee Benefit Fund	<ul style="list-style-type: none"> \$595 4/1/02 a year per person 	<ul style="list-style-type: none"> \$700 4/1/03 a year per person \$750 4/1/04 a year per person \$800 4/1/05 a year per person \$850 4/1/06 a year per person
Article 38 - Employee Assistance Program	<ul style="list-style-type: none"> Family Benefits Committee and Employee Assistant Program have advisory committees. 	<ul style="list-style-type: none"> Increase funding of current amount by 5%, retroactive to 4/1/03. A joint labor/management advisory body will oversee both Family Benefits and Employee Assistance Programs
Appendix – Seasonal	<ul style="list-style-type: none"> ➤ Holiday Compensation Seasonals without Attendance Rules coverage are eligible to observe the first three holidays in their seasonal employment if they 	<ul style="list-style-type: none"> ➤ Holiday Compensation Returning Seasonals (who do not have a break of service of more than six months) without Attendance Rules who are regularly employed on a 37.5 or 40 hour a week basis

<i>Issue</i>	<i>Current Benefit</i>	<i>Tentative Agreement</i>
Long-Term Seasonals	<p>are regularly employed on a 37.5 or 40 hour a week basis and work at least 25 days during the season.</p> <ul style="list-style-type: none"> ➤ Salary Protection NONE ➤ Lump Sum Award NONE ➤ Joint Labor–Management Committee NONE 	<p>and work at least 25 days during the season will be eligible to observe ALL the holidays in their seasonal employment.</p> <ul style="list-style-type: none"> ➤ Salary Protection <ul style="list-style-type: none"> ▪ Side Letter specific to Office of Parks, Recreation and Historic Preservation, and Department of Environmental Conservation that upon ratification a long-term seasonal employee will receive salary protection when appointed to an annual-salaried position or another seasonal position. ▪ Long –term seasonal is an employee with two consecutive years of service (1500 hours in pay status each year). ▪ Shall not receive less than the annualized earnings (excluding overtime) for the calendar year immediately preceding the appointment to an annual-salaried position or another seasonal position. ➤ Lump Sum Award <ul style="list-style-type: none"> ▪ Side Letter specific to Office of Parks, Recreation and Historic Preservation, and Department of Environmental Conservation that upon ratification a lump sum award of \$500 will be paid in each year of the agreement to an employee who has at least 1500 hours in pay status in a seasonal position during each of the previous five years. ➤ Joint Labor–Management Committee <ul style="list-style-type: none"> ▪ A Joint Labor-Management Committee to review the practice of employing seasonal employees. ▪ Representatives will include GOER, CSEA, Department of Civil Service, Division of Budget, and agencies that employ seasonals. ▪ Make recommendations before the expiration of the current Agreement.
Less Than Full-Time	<ul style="list-style-type: none"> ▪ Part-time employees will accrue leave on a pro-rata basis based on hours worked ▪ NONE 	<ul style="list-style-type: none"> ▪ This pilot program is now permanent and in the Appendix. ▪ After seven years of service a part-time annual salaried employee with Attendance Rules coverage will earn vacation leave at the higher rate based on actual hours worked.
Institutional Services Bargaining Unit	<ul style="list-style-type: none"> ➤ Uniform Maintenance Allowance <ul style="list-style-type: none"> ▪ Titles eligible: Food Service, Mental Health Therapy Aide, Hospital Attendant, Hospital 	<ul style="list-style-type: none"> ➤ Uniform Maintenance Allowance <ul style="list-style-type: none"> ▪ Added title of Medical Office Assistant ▪ Increase to \$48 for Part-time and \$68 for Full-time

<i>Issue</i>	<i>Current Benefit</i>	<i>Tentative Agreement</i>																
	<p>Clinical Assistant, Licensed Practical Nurse, Youth Division Aide, Cadet Leader 1-4, and Wilderness Challenge Aide</p> <ul style="list-style-type: none"> ▪ Allowance of \$40.00 for Part-time and \$60.00 for Full-time. ➤ Work Related Clothing ▪ Allowance of \$30.00 for the titles of Farmer, Farm Hand, Industrial Training Supervisor, Housekeeper, Lab Worker, Lab Technician, Lab Aide, Lab Helper, Lab Caretaker, Barber, Beautician, Dental Hygienist, Dental Assistant. ➤ Pro –Rated Seniority ▪ NONE 	<ul style="list-style-type: none"> ➤ Work Related Clothing ▪ Increase to \$38 ➤ Pro –Rated Seniority ▪ Side Letter to pilot at several DDSO's the pro-ration of seniority for part-time employees. 																
<p>Operational Services Bargaining Unit</p>	<ul style="list-style-type: none"> ➤ Seniority ▪ Not clear concerning breaks in service ➤ Work Related Clothing ▪ Allowance of \$44 per employee ➤ Tools ▪ \$150 Annual Allowance ➤ Winter Maintenance – DOT ▪ For shift assignment, seniority shall mean the length of continuous service. ➤ NONE ➤ Shifting Bonus: \$300 ➤ Call Out Bonus: <table border="0" data-bbox="423 1577 854 1734"> <tr> <td>Responds To</td> <td>Receives</td> </tr> <tr> <td>75%</td> <td>\$200</td> </tr> <tr> <td>85%</td> <td>\$230</td> </tr> <tr> <td>95%</td> <td>\$300</td> </tr> </table>	Responds To	Receives	75%	\$200	85%	\$230	95%	\$300	<ul style="list-style-type: none"> ➤ Seniority ▪ Added clarifying language on breaks in service – approved leaves of absence (e.g. military leave, maternity leave, child rearing leave, probationary leave) shall not constitute an interruption of service. ➤ Work Related Clothing ▪ Increased to \$52 per employee. ➤ Tools ▪ \$175 Annual Allowance ➤ Winter Maintenance – DOT ▪ For shift assignment, seniority shall mean length of continuous service in Regional DOT Transportation Maintenance. ▪ For work locations only operating for the Winter Maintenance Season, both transportation maintenance residency personnel and special crew personnel shall have their seniority integrated for work location and shift assignments. ➤ Shifting bonus increases to \$375. ➤ Call-Out Bonus: <table border="0" data-bbox="870 1577 1300 1734"> <tr> <td>Responds To</td> <td>Receives</td> </tr> <tr> <td>75%</td> <td>\$200</td> </tr> <tr> <td>85%</td> <td>\$250</td> </tr> <tr> <td>95%</td> <td>\$400</td> </tr> </table>	Responds To	Receives	75%	\$200	85%	\$250	95%	\$400
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<i>Issue</i>	<i>Current Benefit</i>	<i>Tentative Agreement</i>
	<ul style="list-style-type: none"> ▪ 30 day notice for shift change. 	<ul style="list-style-type: none"> ▪ Two week notice for shift change for snow and ice only. At the beginning and end only.
Administrative Services Bargaining Unit	<ul style="list-style-type: none"> ▪ The definition of seniority for contractual purposes is uninterrupted permanent state service in the classified service. 	<ul style="list-style-type: none"> ▪ The definition of seniority is permanent State service without a break of more than one year, unless on an approved leave of absence.
Division of Military and Naval Affairs	<ul style="list-style-type: none"> ➤ Pre-Shift Briefing <ul style="list-style-type: none"> ▪ \$20.00 per week ➤ Attendance and Leave NONE ➤ Overtime, Recall, Scheduling, and Overtime Meal Allowances <ul style="list-style-type: none"> ▪ Complicated language on shift changes to avoid overtime ➤ Out of Title Work <ul style="list-style-type: none"> ▪ Procedure clarified and improved ➤ Posting and Job Vacancies <ul style="list-style-type: none"> ▪ Seniority only used for reassignments ➤ Presumptive Disability NONE ➤ Uniform Maintenance Allowance NONE ➤ Reimbursement for Property Damage NONE ➤ Civil Service Law Section 72 NONE ➤ Electronic Communication <ul style="list-style-type: none"> ▪ NONE 	<ul style="list-style-type: none"> ➤ Pre-Shift Briefing <ul style="list-style-type: none"> ▪ \$30.00 per week ➤ Attendance and Leave <ul style="list-style-type: none"> ▪ New procedure to treat medical certificate in a confidential manner ➤ Overtime, Recall, Scheduling, and Overtime Meal Allowances <ul style="list-style-type: none"> ▪ Simplified language mirroring the OSU language ➤ Out of Title Work <ul style="list-style-type: none"> ▪ Additional language to clarify procedure ➤ Posting and Job Vacancies <ul style="list-style-type: none"> ▪ Current practice clarified that seniority is to be used as a tie breaker when all other factors are equal ➤ Presumptive Disability <ul style="list-style-type: none"> ▪ Jointly seek legislation to cover heart and lung diseases. ➤ Uniform Maintenance Allowance <ul style="list-style-type: none"> ▪ \$52.00 per year for Security Guards and Firefighters until a cleaning service is provided. ▪ Reimbursement for Property Damage <ul style="list-style-type: none"> ▪ Up to \$350 ➤ Civil Service Law Section 72 <ul style="list-style-type: none"> ▪ Side Letter and contract language to provide due process for disability terminations. ➤ Electronic Communication <ul style="list-style-type: none"> ▪ Labor/Management agreement to be developed within 90 days of ratification.