

2019-2023 PS&T Unit Tentative Agreement PEF GAINS and TRADE OFFS

Article	PEF Gains	Trade Offs
Article 4 – Unused Convention Days	<ul style="list-style-type: none"> Pilot program allowing unused EOL allotted for PEF Conventions to be used within the year to pay for EOL for PEF Executive Board and other PEF meetings, or for EOL for special circumstances. 	
Article 4 – EOL Procedures	<p>Note: These changes represent neither gains nor tradeoffs.</p> <ul style="list-style-type: none"> Parties will commence discussions on a meet and agree basis to devise a single consistent statewide process for requests and approvals for EOL. Until the above process is developed, for EOL other than grievance representation, agencies may require that EOL requests go to Human Resources for review and approval. Any forms used will be limited to name, contact information, date and times for the EOL and a brief description of the activity, including the name of any internal union committee that is the basis for the request. (Note, under current procedures, this information is also supplied to GOER.) EOL for grievance representatives shall be directed to the employee’s immediate supervisor. Requests shall include the date, time for which EOL is requested, as well as contact information. Nothing shall prohibit Human Resources from reviewing supervisory approvals after the fact. 	
Article 7 – Base Salary Increases	<ul style="list-style-type: none"> 2% base salary increase retroactive to April 2019. 2% base salary increase retroactive to April 2020. 2% base salary increase retroactive to April 2021. 2% base salary increase effective April 2022. 	
Article 7 – Performance Awards	<ul style="list-style-type: none"> Fifteen year award of \$1,500 retroactive to FY 2020-2021 Sunset is eliminated for those newly eligible after contract expiration. Five and ten year awards are increased from \$1,250 to \$1,500 retroactive to FY 2019-2020. 	
Article 7 – Overtime Calculation		<ul style="list-style-type: none"> Effective September 1, 2021, the denominator for overtime payment is changed from 2000 to 2080. <u>This change has been fully in effect for other State unions at least as early as April 2019.</u>
Article 7 – Nurse Uniform Maintenance Allowance	<ul style="list-style-type: none"> One time lump sum payment of \$500 for employees in nursing titles. Not added to base or included for OT calculation or retirement purposes. 	
Article 9 – Health Benefits	<ul style="list-style-type: none"> The Joint Committee on Health Benefits will work with the State to develop a Value Based Insurance Design pilot program and a voluntary Telemedicine pilot program. Effective January 1, 2019, the Medical Flexible Spending Account program provides a direct debit card to enrollees pursuant to applicable regulations. 	<ul style="list-style-type: none"> Effective January 1, 2022, the following changes to the Empire Plan will go into effect. <u>These changes have been effect for the other major State unions since on or about January 1, 2019.</u> <p><u>In-Network Medical Co-Pays</u> Office/Radiology/Diagnostic/Lab Services - \$20 to \$25 Urgent Care - \$20 to \$30</p>

**2019-2023 PS&T Unit Tentative Agreement
PEF GAINS and TRADE OFFS**

Article	PEF Gains	Trade Offs
	<ul style="list-style-type: none"> • New-To-You program, which required employees to purchase two 30 day fills of a new medication before purchasing a 90-day fill, has been eliminated. 	<p>Ambulatory Surgery - \$30 to \$50 Ambulance Services - \$35-\$70</p> <p><u>In-Network Hospital Co-Pays</u> Outpatient or Urgent Care Visits for Services Covered by the Hospital Contract- \$40-\$50 Emergency Room - \$70-\$100 Hospital Outpatient Surgery - \$60-\$95 Outpatient Physical Therapy - \$20-\$25</p> <p><u>Basic Out-of-Network Deductible</u> Combined annual deductible - \$1,000 to \$1,250 per enrollee, spouse or domestic partner \$1,000 to \$1,250 for one or all dependent children. These amounts are all half for employees Salary Grade 6 or below.</p> <p><u>Basic Medical Coinsurance Out-of-Pocket Maximum</u> \$3,000 to \$3,750 per enrollee, spouse or domestic partner \$3,000 to \$3,750 for one or all dependent children. These amounts are all half for employees Salary Grade 6 or below.</p> <p><u>Empire Plan Prescription Drug Program Co-Payments</u></p> <p>30 Day supply at retail or mail service pharmacy</p> <ul style="list-style-type: none"> ○ Generic/Level One Drugs - no change (\$5) ○ Preferred Brand/Level Two Drugs - \$25 to \$30 ○ Non-Preferred Brand/Level Three Drugs - \$45 to \$60 <p>31-90 Day Supply (Retail)</p> <ul style="list-style-type: none"> ○ Generic/Level One

**2019-2023 PS&T Unit Tentative Agreement
PEF GAINS and TRADE OFFS**

Article	PEF Gains	Trade Offs
		<p>Drugs - no change (\$10)</p> <ul style="list-style-type: none"> ○ Preferred Brand/Level Two Drugs - \$50 to \$60 ○ Non-Preferred Brand/Level Three Drugs - \$90 to \$120 <p>31-90 Day supply at mail service pharmacy</p> <ul style="list-style-type: none"> ○ Generic/Level One Drugs - no change (\$5) ○ Preferred Brand/Level Two Drugs - \$50 to \$55 ○ Non-Preferred Brand/Level Three Drugs - \$90 to \$110
<p>Article 9 – Dental Benefits</p>	<ul style="list-style-type: none"> ● Effective January 1, 2022, the following changes to the dental benefit will go into effect. <p>The maximum annual benefit per person for covered expenses is increased from \$2,300 to \$3,000.</p> <p>The lifetime orthodontic benefit is increased from \$1,998 to \$3,000.</p> <p>Dental implants which were previously not covered will be covered subject to a \$600 limitation per implant.</p> <p>Upgraded materials will be covered for fillings, crowns, inlays and other dental procedures.</p> <p>In accordance with an Appendix III side letter referenced below, the State agreed to issue a request for proposals for its dental services contract.</p>	
<p>Article 9 – Vision Benefits</p>	<ul style="list-style-type: none"> ● Effective January 1, 2022, the following changes to the vision benefit will go into effect. <p>Contact lens wearers will be eligible for an</p>	

**2019-2023 PS&T Unit Tentative Agreement
PEF GAINS and TRADE OFFS**

Article	PEF Gains	Trade Offs
	<p>eye exam, evaluation, fit and follow-up care every twelve months provided their last contact lens purchase was covered by the Vision Care program. Out-of-network exams will be reimbursed up to the scheduled amount.</p> <p>Ultra/digital lenses from participating providers will be covered subject to a \$90 copayment.</p>	
<p>Joint Committees – Articles 9, 10, 14, 15, 18, 27, 42 and side letter</p>	<p>Funding for the following Contract Committees will increase by 2% in each Fiscal Year of the Agreement:</p> <ul style="list-style-type: none"> • Art. 9 – JCHB <ul style="list-style-type: none"> \$563,081 in 2019-2020 \$574,343 in 2020-2021 \$585,830 in 2021-2022 \$597,547 in 2022-2023 • Art. 10 – Work-Life Services Programs <ul style="list-style-type: none"> \$2,602,111 in 2019-2020 \$2,654,153 in 2020-2021 \$2,707,236 in 2021-2022 \$2,761,381 in 2022-2023 • Art. 14 – PDQWL <ul style="list-style-type: none"> \$596,866 in 2019-2020 \$608,803 in 2020-2021 \$620,979 in 2021-2022 \$633,399 in 2022-2023 • Art. 15 – Professional Development <ul style="list-style-type: none"> \$9,087,230 in 2019-2020 \$9,268,975 in 2020-2021 \$9,454,355 in 2021-2022 \$9,643,442 in 2022-2023 • Art. 18 – H&S <ul style="list-style-type: none"> \$774,759 in 2019-2020 \$790,295 in 2020-2021 \$806,101 in 2021-2022 \$822,223 in 2022-2023 • Art. 27 – Prop. Dam. <ul style="list-style-type: none"> \$23,311 in 2019-2020 \$23,777 in 2020-2021 \$24,253 in 2021-2022 \$24,738 in 2022-2023 • All committees will continue to be funded for the 9-month period following expiration of the 2019-2023 Tentative Agreement – that is, for the period from April 2, 2023 through December 31, 2023. See side Letter at p. 150. 	

Article	PEF Gains	Trade Offs
Article 12 – Leave Provisions	<ul style="list-style-type: none"> • Juneteenth added as a holiday. • Increase the amount of sick leave credits from 15 to 25 days that can be used for death or illness in the employee’s immediate family. • Medical certificates will not routinely be required for sick leave absences of four days or less. 	
Article 14- Professional Development and Quality of Working Life Coordinating Committee	<ul style="list-style-type: none"> • The Article 14 PDQWLCC will develop and implement by FY 2022-2023 a pilot employee recognition program. 	
Article 15 – Professional Development Committee	<ul style="list-style-type: none"> • A pilot program to provide reimbursement of up to \$100 for certification/license renewal fees will be added in FY 2020-2021 and will also run in FY 2021-2022 and 2022-2023. Fees eligible for reimbursement are for those licenses and certifications that are required for the employee’s position. • The PDC will develop and implement a pilot Project Management Training and Certification Program by January 2022. 	
Article 21 – Deficit Reduction Leave/ Workforce Reduction Limitation	<p>Note: This change represents neither a gain nor a tradeoff.</p> <ul style="list-style-type: none"> • Preserved historic language from the 2011-2015 and 2015-2016 State/PEF Agreements, 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. 	
Article 24 – Labor/Management Committee Process	<ul style="list-style-type: none"> • Language added to indicate that each party shall have discretion and authority to designate members of their respective teams. • Language added to indicate that designees at L/M meetings shall make their best efforts to be prepared and to have the authority to discuss and resolve agenda items. • Language added requiring that in agencies that do not operate facilities or institutions, the agency-level labor/management committee shall agree to a plan for a “local” labor/management process within 90 days of ratification. Where the parties cannot agree to a local labor/management plan, the agency-level committee shall participate in training sponsored by the Joint PEF/State Professional Development Committee and will continue such training until a local labor/management plan is adopted. • A joint labor/management training program will be offered in each year of the contract. The joint Professional Development Committee will conduct an in-depth assessment of the effectiveness of current labor/management 	

Article	PEF Gains	Trade Offs
	<p>training programs. Agency-level committees will submit a joint response to a survey furnished by the Professional Development Committee. Findings shall be reported to the Director of GOER and the President of PEF.</p>	

<p>Article 41 - Payroll</p>	<p>Note: The following reflects neither a gain nor a tradeoff:</p> <p>Employees hired after ratification shall receive salary payments through electronic funds transfer.</p>
------------------------------------	--

<p>Article 50 – Duration of Agreement</p>	<ul style="list-style-type: none"> April 2, 2019 to April 1, 2023. 	
<p>Appendix II – Compensation Reopener</p>	<ul style="list-style-type: none"> PEF has the right to reopen negotiations during the term of this Agreement if any other State bargaining unit negotiates and ratifies a general salary increase exceeding 2% in any one of the fiscal years of the Agreement. This right is conditioned on taking into account the overall value of compensation increases for PEF members during the term of the Agreement and the value of concessions obtained by the State contained in the CBA used as justification to demand reopening. <p>Note: The “reopener” side letter from the 2016-2019 Agreement has expired. The language here is narrower, but generally consistent with the reopener language agreed to by other state unions.</p>	
<p>Appendix II – New Enhanced Supplemental Workers Compensation Benefit</p>	<ul style="list-style-type: none"> Pilot program from January 1, 2022 through March 31, 2023. Applicable to DOCCS employees in parole officer, senior parole officer and parole revocation specialist titles. The enhanced Worker’s Compensation benefit is leave at full pay without charge to leave credits for a period not exceeding three months. Thereafter, the employee’s supplemental benefits shall be in accordance with Article 13.3(b), unless the employee elects to charge up to three months of leave credits following the period of leave at full pay. Such leave credits shall be restored when an award of compensation has been made and credited to the state as reimbursement for wages paid. There is no restoration of accruals for partial day absences. The parties agree to create a standing Joint Committee on Worker’s Compensation to undertake activities it mutually agrees to including expanding this MOU to additional PEF-represented titles. 	

Article	PEF Gains	Trade Offs
<p>Appendix II – New Pilot Program for Expedited Probable Cause Review under Article 33 and Virtual Article 33 Interrogations, Meetings and Hearings</p>	<ul style="list-style-type: none"> • Pilot program is created for expedited probable cause review for suspended employees who are not charged with a crime or subject to the jurisdiction of the select panel of arbitrators pursuant Article 33.5(f)(6) of the PEF/State Agreement. • Allows for an expedited review - before the Article 34 triage arbitrator - of the reasons for the suspension and whether it should be upheld. • This expedited review is in place of the review after the State’s case in accordance with Article 33.4(c)(3). • The suspended employee may elect to use the existing review process in Article 33.4(c)(3) instead of this expedited review. • If the triage arbitrator determines there was probable cause, nothing restricts the Article 33 disciplinary arbitrator from determining at the conclusion of the case whether there was probable cause for the suspension. • Pilot program for virtual Article 33 proceedings is created. • The State shall have the right to determine whether an interrogation will occur via teleconference, videoconference or in person. • Either party has the right to require that Article 33 agency level meetings occur via tele or videoconference. • Either party may require that disciplinary hearings occur via videoconference subject to planning with the appointed arbitrator. • Whether a witness appears at an in-person hearing via tele or videoconference shall be determined solely by the appointed arbitrator absent consent of both parties. • The employee and his/her representative may appear together at the same location for any of these virtual proceedings. • The parties establish a labor/management committee to address any issues arising out of the implementation of this MOA. 	
<p>Appendix II – New Annual Leave Cap side letter</p>	<ul style="list-style-type: none"> • Reiterates that under the terms of the parties’ prior emergency agreement on the carry over of vacation accruals, such excess vacation credits shall expire on January 1, 2022. • As of April 1, 2022, the vacation accumulation cap of 40 days pursuant to Article 12.4(c) shall be increased to 50 days for all members of the PS&T bargaining unit. The cap under this subsection will revert to 40 days on April 1, 2023. 	

Article	PEF Gains	Trade Offs
Appendix III – Productivity Enhancement Programs	<ul style="list-style-type: none"> • The Productivity Enhancement Program (PEP) and Teachers’ PEP was offered in calendar year 2020 and will be offered in calendar years 2022 and 2023. For calendar year 2021, the program will be offered effective July 1, 2021 and will be prorated. • The \$500 credit will be increased to \$600 and the \$1000 credit will be increased to \$1,200. • Under the Teachers’ PEP, the \$167 per day credit (SGs 1-17) will be increased to \$200 per day. The \$250 credit (SGs 18-24) will be increased \$300. • These increases are effective for calendar years 2021, 2022 and 2023. As noted above, calendar year 2021 will be prorated. 	
Appendix III – Select Panel of Arbitrators side letter	<ul style="list-style-type: none"> • The parties will meet within 60 days of ratification to create a new select panel of arbitrators for patient abuse cases. When the new panel is established, the daily fee for arbitrators will be increased from \$800 to \$1,200 to be split equally between the parties. 	
Appendix III – Over 40 Comp time Program	<p>Note: The following reflects neither a gain nor a tradeoff.</p> <ul style="list-style-type: none"> • Noted that the program did not run in program year 2020-2021. 	

Appendix III – Performance Awards.	<ul style="list-style-type: none"> • Confirms the elimination of the sunset for performance awards as contained in Article 7.12. 	
Appendix III – Pre-Tax Transportation Benefit.	<ul style="list-style-type: none"> • Pre-tax transportation benefit is continued. In addition, the parties agree to a labor/management committee to examine issues related to pre-tax deductions for employer provided parking. Further, the parties agree to explore through the Work-Life Services Advisory Board, the issue of expanding the NYS-Ride program to include a pre-tax parking component for parking not provided by the employer. 	
Appendix III – Telecommuting MOA	<ul style="list-style-type: none"> • Four day per pay period limitation is eliminated. • Within nine months of ratification, each agency shall develop and implement a telecommuting policy consistent with the MOA. • An Executive-level Labor/Management meeting shall be convened at least once annually during the term of the Agreement to assess existing programs and make recommendations. • Telecommuting policies shall contain a finite term. The parties shall meet in labor/management forum no less than 60 days prior to termination of any telecommuting policy. • Requires that telecommuting programs include a review process, beyond the supervisor level for employees who volunteer for telecommuting and are denied. 	

Article	PEF Gains	Trade Offs
	<ul style="list-style-type: none"> Telecommuting programs shall include procedures by which the work performed off-site is assigned and managed. Telecommuting programs shall include procedures by which the work performed off-site is assigned and managed. 	
Appendix III – Joint Committee on Long-term Non-permanent Employees side letter	<p>Note: This represents neither a gain nor a tradeoff. Side letter eliminated and replaced with the side letter referenced below.</p>	
Appendix III – Establishment of Joint Committee on Temporary and Seasonal Employees Paid on an Hourly or Per Diem Basis side letter	<ul style="list-style-type: none"> PEF and the State agree to establish a committee on temporary and seasonal employees paid on an hourly or per diem basis. The committee will review the current practice of employing such employees on a long term basis. The parties agree to discuss offering permanent employment to such employees if qualified and where needed to perform full-time, on-going duties. The committee will meet quarterly and report back to the parties with recommendations by July 1, 2022. 	
Appendix III – New Article 33 and 34 Arbitration Panels and Fees side letter	<ul style="list-style-type: none"> The parties will meet within 60 days of ratification to update by mutual agreement the Article 33 and 34 arbitration panels. Once the panels are established, the daily fees for arbitrators shall be increased to \$1,200. 	
Appendix III – New Dental Request for Proposals side letter	<ul style="list-style-type: none"> The State will work with PEF and other applicable unions to issue an RFP for the delivery of dental benefits to applicable State employees. The RFP shall require the same or a better level of benefit than currently provided. 	