

## **Highlights of Tentative 2019-2023 PEF/State Agreement**

### **Compensation**

The Tentative 2019-2023 Agreement between PEF and the State provides for the following salary increases:

- 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

### **Performance Awards**

- Payment for five years at top of grade, \$1,500, effective April 2019
- Payment for 10 years at top of grade, \$3,000, effective April 2019
- Payment for 15 years at top of grade, \$4,500, effective April 2020
- Elimination of the sunset for employees who first become eligible for a five-, ten- or fifteen-year Performance Award after expiration of the Agreement. Therefore, employees newly-eligible after contract expiration will receive the Performance Award(s) even in the absence of a Successor Agreement.

### **Location Pay, Inconvenience Pay, Hazardous Duty Pay, Special Assignment to Duty Pay**

- Location pay, Inconvenience pay, Hazardous Duty pay and Special Assignment to Duty pay all continue at the same rates and on the same terms and conditions as existed at the conclusion of the 2016-2019 Agreement. Standby pay and Recall pay will also continue to be paid consistently with how they were paid under the 2016-2019 Agreement.

### **Nurse Uniform Maintenance Allowance**

- \$500 one-time lump sum payment for employees in nursing titles. It will be prorated for those not in full-time status.

### **Tuition Reimbursement**

- Retroactive money was included in the Tentative Agreement for Article 15 programs.

### **Overtime Denominator**

- The Tentative Agreement provides that effective September 1, 2021, the denominator for calculating overtime pay is changed from 2000 to 2080. The overtime rate is calculated by dividing an employee's annual salary by the overtime denominator. Using the 2080 denominator still assures overtime at a rate of time and a half based on a 40-hour work week.
- The State sought to make this change effective April 1, 2019, as it did with other unions. PEF was able to hold off this change until September 2021.

### **Telecommuting**

- The Tentative Agreement eliminates the four (4) day per period limitation for telecommuting under normal circumstances.
- The Tentative Agreement requires all agencies to develop and implement a telecommuting policy within nine months of ratification and also provides for an Executive-Level Labor/Management meeting at least once annually to assess existing telecommuting programs and make recommendations to agencies where PEF and GOER mutually agree on improvements.
- The Tentative Agreement requires a review process beyond the supervisor level when an employee's request to telecommute is denied.

### **Dependent Care Advantage Account**

- We were advised that employer contributions to Dependent Care Advantage Accounts will be implemented for the remainder of calendar year 2021. Employees who are currently enrolled in the DCAA will have their employee contribution automatically reduced and the employer contribution added to their account. Employees who did not enroll in the DCAA during the open enrollment period in 2020 can enroll with an eligible Change in Status (CIS) within 60 days of the eligible CIS event and have the employer contribution applied to their DCAA for the remainder of the plan year.

### **Health Insurance**

There are no increases to the employee's premium share (the percentage of the premium the employee pays) in this Tentative Agreement. However, there are increases in out-of-pocket copays and coinsurance paid by employees, which take effect in January 2022. Other unions agreed to these changes, and the increases went into effect in January 2019. Further, as is typically the case with health insurance, increases in out-of-pocket costs help contain annual health insurance premium increases which are shared by the employees and the State. Changes to the Empire Plan are as follows:

- **In-Network Medical Co-Payment Increases**
  - Office Visit/Radiology/Diagnostic/Laboratory Services - \$20 to \$25
  - Urgent Care - \$20 to \$30
  - Ambulatory Surgery - \$30 to \$50
  - Ambulance Services - \$35 to \$70
  - Physical Therapy - \$20 to \$25
- **In-Network Hospital Co-Payment Increases**
  - Outpatient or Urgent care Visit for Services Covered by Hospital Contract - \$40 to \$50
  - Emergency Room - \$70 to \$100
  - Hospital Outpatient Surgery - \$60 to \$95
  - Outpatient Physical Therapy - \$20 to \$25

- Basic Out-of-Network Deductible combined annual deductible - \$1,000 to \$1,250 per enrollee/spouse or domestic partner and for one or all dependent children. These amounts are all half for employees Salary Grade 6 or below.
- Basic Medical Coinsurance out-of-pocket maximum - \$3,000 to \$3,750 per enrollee/spouse or domestic partner and for one or all dependent children. These amounts are all half for employees Salary Grade 6 or below.
- Prescription Drug Program Co-Payment Increases
  - 30 day supply at retail or mail service pharmacy
    - Generic/Level One Drugs - no change (\$5)
    - Preferred Brand/Level Two Drugs - \$25 to \$30
    - Non-Preferred Brand/Level Three Drugs - \$45 to \$60
  - 31-90 Day supply at retail
    - Generic/Level One Drugs - no change (\$10)
    - Preferred Brand/Level Two Drugs - \$50 to \$60
    - Non-Preferred Brand/Level Three Drugs - \$90 to \$120
  - 31-90 Day supply at mail service pharmacy
    - Generic/Level One Drugs - no change (\$5)
    - Preferred Brand/Level Two Drugs - \$50 to \$55
    - Non-Preferred Brand/Level Three Drugs - \$90 to \$110
- In addition, the Tentative Agreement eliminates the “New to You” Prescription Drug Program, which required employees to pay for two 30-day fills of a new medication at a retail pharmacy prior to being able to purchase a 90-day fill at a retail or mail service pharmacy.
- Dental Plan improvements will go into effect January 1, 2022. This includes increases in the annual maximum and lifetime orthodontic maximum, coverage of implants (subject to a \$600 limitation per implant), and coverage of upgraded materials for crowns, fillings and other procedures. The Tentative Agreement also provides a side letter in which the State agrees to work with PEF and other unions to issue a Request for Proposals for the delivery of dental benefits. One of our goals in participating in the RFP process will be to ensure a more comprehensive network of participating dentists for our members.

### **Productivity Enhancement Program**

The Productivity Enhancement Program (PEP) allowed eligible employees to offset health insurance premium expenses by exchanging accrued vacation and/or personal leave for a credit of \$500/\$1,000. Under the 2016-2019 Agreement, PEP was scheduled to sunset, or expire, on December 31, 2019. Through PEF’s efforts, the State agreed to continue PEP for 2020. However, the State refused to continue the program in 2021, and therefore it expired on December 31, 2020.

- The Tentative Agreement restores PEP for 2021 on a pro-rated basis, effective July 1, 2021, and in full for 2022 and 2023.
- The Tentative Agreement also increases the credit from \$500/\$1000 to \$600/\$1,200 for 2021 (prorated), 2022 and 2023.

### **Certification/License Renewal Fee Reimbursement Pilot Program**

- The Article 15 Professional Development Committee will develop and implement a newly-negotiated program to provide up to \$100 in reimbursement for license/certification renewals required for the employee's position. The program will be effective retroactively to April 2020.

### **Temporary Modification of Annual Leave Cap**

By way of background, under the terms of the parties' prior emergency agreement on the carry over of vacation accruals, accruals that would have been forfeited in April 2020 and April 2021 were allowed to be carried over until December 31, 2021. Accordingly, these accruals, if not used, are due to expire on January 1, 2022. Accruals earned after April 1, 2021 were not subject to this agreement.

- The Tentative Agreement provides, in a side letter, that 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 will revert back to 40 days on April 1, 2023. This will allow employees to carry over additional accruals (up to 10 days) earned and not used after April 1, 2021 for an additional year.

### **Expedited Article 33 Suspension Review and Virtual Disciplinary Proceedings Pilot Programs**

Article 33 sets forth the procedure that the State must use when it seeks to discipline permanent PEF-represented employees for alleged misconduct or incompetence. PEF provides representation at all stages of the disciplinary process to PEF members, and provides an attorney free of charge to represent any member that the State proposes to terminate from his or her permanent position.

PEF effectively represents members and saves the jobs of many PEF members every year (and for others, dramatically reduces sought after penalties). However, the State's increasing practice of suspending employees pending the outcome of the disciplinary charges and the speed of the arbitration process are a constant source of concern. This is especially acute for members who are suspended without pay pending the resolution of their cases, as they currently have to wait until the arbitration hearing itself, until the State completes its case, before they can even make a motion to lift the interim suspension. Unfortunately, that process often takes several months, during which the member is going without a paycheck (except to the extent the member has leave accruals available).

The Tentative Agreement includes a Memorandum of Agreement (MOA) which includes two components designed to speed up the arbitration process on a pilot (trial) basis, including Expedited Probable Cause Review and Virtual Disciplinary Proceedings.

- The Expedited Probable Cause Review pilot program applies to suspended employees who are not charged with a crime or subject to the jurisdiction of the Select Panel of Arbitrators pursuant to Article 33.5(f)(6) of the PEF/State Agreement. It allows for an expedited review before a 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 still elect to use the existing review process in Article 33.4(c)(3) instead of this expedited review, although they cannot use both procedures.
- Under the Virtual Disciplinary Proceeding Pilot Program, the State may require that an interrogation occur via teleconference, videoconference or in person. In addition, either party may require that agency level meetings be held via teleconference or videoconference. Further, either party may require that disciplinary hearings occur via videoconference, subject to planning with the appointed arbitrator. This should also help speed up the arbitration process by alleviating the need for several people (including the arbitrator, advocates, witnesses and employee) to each travel to a specific hearing location. The MOA preserves the right of the employee and his/her representative to appear together at the same location for any of these virtual proceedings.
- A side letter to the Agreement also provides for an increase in fees paid to Arbitrators in disciplinary cases, which should expand the number of Arbitrators willing to hear PEF/State arbitrations, and thus help to further speed up the arbitration process.

#### **Enhanced Supplemental Worker's Compensation Benefit for Parole Officer Titles**

- The Tentative Agreement includes a Memorandum of Agreement (MOA) which provides that employees in Parole Officer titles shall be entitled to up to three months of full pay, without charge to leave, when they are necessarily absent from duty because of Worker's Compensation injuries.
- This enhanced benefit is in addition to the benefits already provided for in the Agreement (Article 13) and the Worker's Compensation Law, and applies to injuries occurring from January 1, 2022 through March 31, 2023, although it can be renewed by mutual agreement.
- The MOA also provides for the creation of a standing Joint Committee on Worker's Compensation to work on issues including expanding the MOA to additional PEF-represented employees.

#### **Continuation of Joint Contract Committee Funding, Addition of Employee Recognition Program and two added Professional Development Committee Programs**

Many of the benefits our members have enjoyed are provided through various contractual joint committees. Funding for those committees is negotiated by PEF with the State. For example, Article 15, Professional Development Committee, funds and oversees the education and training benefits our members enjoy, which include, but are not limited to,

the College Tuition Reimbursement Program, the Workshop and Seminar Reimbursement Program, the Certification and Licensure Exam Fee Program, and Professional Development for Nurses. Article 10, Work-Life Services Programs, funds the Employee Assistance Program and Dependent Care Advantage Accounts, and Article 18, Health and Safety Committee, supports various workplace health and safety training and initiatives, and the Firearms Training and Safety Initiative for Peace Officers.

- The Tentative Agreement increases the funding of all contract committees retroactive to the date of expiration of the 2016-2019 Agreement.
- Significantly, it also includes three new pilot programs, including:
  - An Article 14 Employee Recognition Program.
  - An Article 15 Certification and Licensure Renewal Fee Reimbursement Program (discussed above).
  - An Article 15 Project Management Training and Certification Program.

**Unused Convention EOL Available For Other PEF Programs/Activities**

- The Tentative Agreement contains a Pilot program that allows unused EOL allotted for annual 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.