



2019-2023 PS&T Unit Tentative Agreement

Frequently Asked Questions

COMPENSATION

Q. What are the base salary increases in the Tentative Agreement?

- A.** Fiscal Year 2019-2020 – 2% *retroactive* to April 2019
Fiscal Year 2020-2021 – 2% *retroactive* to April 2020
Fiscal Year 2021-2022 – 2% *retroactive* to April 2021
Fiscal Year 2022-2023 – 2% effective April 2022

Q. When will I receive my retroactive pay?

A. Generally, following ratification, legislation must be enacted (called a “paybill”) to implement the contract and then the Office of the State Comptroller (OSC) must process the payments. Fortunately, a paybill was passed - contingent on contract ratification – before the State legislature recently went out on recess. We do not know exactly when OSC will process the payments, but if the Tentative Agreement is ratified, we will provide further information as soon as it becomes available. Regardless of when the retro money is paid, it will be fully retroactive to April 2, 2019.

Q. How much retroactive base salary pay will I receive?

A. The amount of retroactive base salary pay an employee receives depends on their annual salary. For example, an employee with an annual base salary of \$72,000, will receive 2% for the first year of the contract, or about \$1,440; 4% for the second year of the contract, or about \$2,908; and 6% for approximately the first five months of the third year of the contract (that is, until the increases are incorporated into the employee’s regular bi-weekly pay after ratification), or about \$1,836. Together, the back pay from April 2019 through August 2021 would be approximately \$6,184. Additional back pay may be received depending on whether the employee is eligible for retroactive performance awards and performance award increases.

The above referenced employee’s base salary after ratification would go from \$72,000 to \$76,407, and in April 2022 would go to \$77,935. Any additional pay that is not part of base salary would then be added in, such as geographic and shift differentials, location, inconvenience and hazardous duty pay.

Q. Will I receive retroactive pay if I retired or otherwise left State service after April 2, 2019?

A. Yes. If you retired or separated from State service after April 2, 2019, your retroactive compensation will be calculated based on the time you served in a PS&T bargaining unit position covered by the Tentative Agreement from April 2, 2019, through the date of your separation from State service.

Q. Where can I find information about how retroactive pay will impact my pension?

A. Information can be obtained here. <https://nyretirementnews.com/retroactive-payments-and-your-nyslrs-pension-benefit/>

Q. Will I receive my performance advance/increment/step?

A. Yes. Employees who are eligible to receive performance advances/increments/steps will continue to receive them during the term of the 2019-2023 Tentative Agreement.

Q. What about my performance award/longevity pay?

A. The performance award program continues as modified by the Tentative Agreement. *Retroactive* to April 2019, the five- and 10-year performance awards are increased from \$1,250 each to \$1,500 each. *Retroactive* to April 2020, a 15-year performance award of \$1,500 is added. This means that the longevity payment for five years at top of grade will be \$1,500, for 10 years at top of grade will be \$3,000 (the five- and 10-year awards added together), and for 15 years at top of grade will be \$4,500 (the five-, 10- and 15-year awards added together). Under the 2016-2019 Agreement, an employee at 15 years at top of grade received a \$2,500 longevity payment; that same employee would now see a \$4,500 payment, an increase of 80%. Finally, the sunset that prevented newly eligible employees from receiving performance awards after contract expiration is now eliminated. So, going forward, eligible employees will receive performance awards after contract expiration even in the absence of a successor agreement.

Q. Will I receive retroactive performance awards?

A. It depends on eligibility. Employees who first became eligible for a performance award in 2020 or 2021 will receive the performance award retroactively and in accordance with the increases described above. Employees who did receive five- or 10-year performance awards after contract expiration will receive back pay for the difference between the old amount of the award and the new amount of the award. Finally, employees eligible for the new 15-year award in 2020 or 2021 will receive the award retroactively.

Q. Will my location pay, inconvenience pay, hazardous duty pay, standby on-call pay, special assignment to duty pay and recall pay continue?

A. Yes. Location pay, inconvenience pay, hazardous duty pay, standby on-call 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.

Q. What is the Nurse Uniform Maintenance Allowance?

A. The Tentative Agreement provides for a one-time lump sum payment of \$500 for employees in nursing titles. It will be pro-rated for employees who are not in full time status. The lump sum payment is not added to base or included for overtime or retirement purposes.

Q. How is the overtime calculation being changed?

A. Effective September 1, 2021, the overtime denominator will be changed from 2000 to 2080. The overtime denominator reflects the amount of work hours in the year that is used as the basis for calculating the employee’s hourly rate of pay for overtime purposes. Overtime will still be paid at time and a half, but will now be based on a 40 hour week (2,080 hours per year) instead of less than a 40 hour work week (2,000 hours per year). The State sought to make this change effective April 1, 2019, as it did with other State unions.

CONTINUED ON OTHER SIDE



TELECOMMUTING

Q. Are there any changes to the contractual non-emergency PEF/State Memorandum of Agreement on Telecommuting?

A. Yes. The Tentative Agreement eliminates the four-day-per-pay period limitation for telecommuting under normal circumstances and requires all agencies to develop and implement a telecommuting policy within nine months of ratification. As of this writing, we do not yet know if the Statewide Emergency Pilot Telecommuting Agreement will be extended beyond July 2, 2021.

HEALTH INSURANCE

Q. Are there any changes to negotiated health benefits in the Tentative Agreement?

A. Yes. While the Tentative Agreement makes no change to the employee's premium share (i.e., the percentage of the premium the employee pays), it does include increases in co-pays and co-insurance for the Empire Plan. The most common copay increases are from \$20 to \$25 for office visits, radiology and laboratory services by participating providers. These changes are effective January 1, 2022. Other State unions agreed to these changes effective January 1, 2019. The changes are as follows:

In-Network Medical Co-Pays

Office/Radiology/Diagnostic/Lab Services - \$20 to \$25
Urgent Care - \$20 to \$30
Ambulatory Surgery - \$30 to \$50
Ambulance Services - \$35 to \$70

In-Network Hospital Co-Pays

Outpatient or Urgent Care Visits for Services Covered by the 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
\$1,000 to \$1,250 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
\$3,000 to \$3,750 for one or all dependent children.
These amounts are all half for employees Salary Grade 6 or below.

Empire Plan Prescription Drug Program Co-Payments

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 (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

PEF (and other unions) can only negotiate the copays and other elements of plan design for the Empire Plan. PEF does not negotiate the benefits that HMOs provide. HMOs are allowed to change copays and benefit levels on an annual basis, independent of the negotiated Empire Plan benefits. These pieces can and do change from year to year, even when no agreement is in place. For this reason, we always recommend that HMO enrollees review their plan options carefully each year during the Option Transfer Period because the level of HMO benefits may change from year to year.

Q. Will my health insurance premium rates remain the same throughout the term of the Tentative Agreement?

A. PEF negotiates the percentage share of the health insurance premium the employee pays, but we do not negotiate the premium rates. The Tentative Agreement makes no changes to enrollees' premium shares. That is, employees in salary grades 10 and above will continue to pay 16% of the total premium for individual Empire Plan coverage, and 31% for dependents' Empire Plan coverage and employees in salary grades 9 and below will pay 12% for individual and 27% for dependent coverage. Empire Plan premium rates are adjusted annually based on enrollee utilization and projected medical costs. The increases in out-of-pocket costs contained in the Tentative Agreement should help control and contain increases in the premium rate, which is shared between the employee and the State. Again, these rates are not negotiated by PEF. Annual premium rate increases are effective in the paycheck closest to January 1 of each year.

Q. Are there any improvements to the dental insurance?

A. Yes. Effective January 1, 2022, the maximum annual benefit per person for covered expenses is increased from \$2,300 to \$3,000 and the lifetime orthodontic benefit is increased to \$3,000. Dental implants, which were previously not covered, will be covered subject to a \$600 limitation per implant. Upgraded materials will be covered for fillings, crowns, inlays and other dental procedures.

Q. Will the State's dental insurance contract be put out to bid?

A. Yes. The Tentative Agreement includes a side letter in which the State agrees to issue an RFP (Request for Proposals) for the dental insurance contract. The State has not put the dental contract out to bid in over 20 years. We will work with the State on the RFP in an effort to obtain, among other things, a more comprehensive dental network. PEF put its own RFP out during contract negotiations so we are well aware of the competition that is out there for the State dental contract.

Q. Will the Productivity Enhancement Program (PEP) be available under the Tentative Agreement?

A. Yes. PEP will be available on a prorated basis effective July 1, 2021, and fully for 2022 and 2023. Although under the terms of the 2016-2019 Agreement, PEP was set to expire on December 31, 2019, PEF was able to get the State to agree to extend the program for calendar year 2020. In addition, the prior \$500 credit will be increased to \$600 and the prior \$1,000 credit will be increased to \$1,200. This will go into effect for the 2021 calendar year on a prorated basis and will be fully in effect for calendar years 2022 and 2023.

Q. Is there any change in how much sick leave I can use toward retirement service credit or to pay for health insurance in retirement?

A. No. There are no changes. Employees can still earn and accumulate the same number of sick leave days, and use those days for retirement service credit and to pay for health insurance in retirement.

NEW PROFESSIONAL DEVELOPMENT PROGRAMS

Q. What are the new Article 15 Professional Development programs?

A. The Tentative Agreement includes two new Article 15 programs. The first is a pilot license/certification renewal fee reimbursement program that will be retroactive to April 2020 and is expected to provide up to \$100 of reimbursement, depending on program usage, for renewal fees for licenses/certifications required for the employee's position. Second, a pilot project management training and certification program will be implemented by January 2022. Guidelines for both of these programs, as well as the other Article 15 programs, will be developed and published as soon as practicable after ratification.

LEAVE PROVISIONS

Q. Has Juneteenth been added as a State observed Holiday?

A. Yes, Juneteenth was added as a Holiday in the Tentative Agreement.

Q. Was there any change to the amount of sick leave accruals that can be used for bereavement or family illness?

A. Yes, the amount of sick leave accruals that can be used for this purpose was increased from 15 days to 25 days per year.

Q. Is there any change in the Tentative Agreement regarding the carryover of vacation accruals?

A. Yes, the vacation accrual cap will be raised from 40 days to 50 days for one year effective April 1, 2022, and then will revert back to 40 days on April 1, 2023. Please note that pursuant to a prior pandemic-related agreement between PEF and the State, accruals in excess of 40 hours that were allowed to be carried over in April 2020 and April 2021 must be used by December 31, 2021. This December 31, 2021, deadline does not apply to accruals earned after April 1, 2021, and therefore those accruals can be carried over for one year effective April 1, 2022, subject to the 50-day cap.

Q. Was there any change to when medical certificates can be required for sick leave absences?

A. The Tentative Agreement provides that 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 provision would not necessarily preclude an agency from requiring medical certificates whenever such requirement is reasonable under the circumstances, or, where medical documentation is required solely as a result of a review of the employee's attendance record following counseling and written notice to the employee.

JOINT CONTRACT COMMITTEES – ARTICLES 9, 10, 14, 15, 18, 27, 42

Q. Does the Tentative Agreement continue to fund the joint contract committees?

A. Yes. The Tentative Agreement increases funding for the above-referenced joint contract committees by 2% in each of the four Fiscal Years of the Agreement. Additionally, the Tentative Agreement continues funding of the committees after expiration of the Tentative Agreement for the period from April 2, 2023 through December 31, 2023.

Q. Are there any new Joint Committees in the Tentative Agreement?

A. Yes. The Tentative Agreement provides for the creation of 1) a Joint Committee on Worker's Compensation, 2) a Joint Committee on Article 33 Virtual Hearings and Expedited Suspension Review, 3) a Joint Committee on Pre-Tax Parking, and 4) a Joint Committee on Temporary and Seasonal Employees Paid on an Hourly or Per Diem Basis.

Q. Are there any changes to existing Joint Committees?

A. Yes. The Tentative Agreement requires the Article 9 Joint Committee on Health Benefits to work with the State to develop a Value Based Insurance Design Pilot Program and to develop a voluntary Telemedicine Pilot Program. The Tentative Agreement also requires the Article 14 Professional Development and Quality of Working Life Coordinating Committee to develop a pilot Employee Recognition Program. The Tentative Agreement also requires the Article 15 Professional Development Committee, as discussed above, to develop two new programs: a pilot Project Management Training and Certification Program as well as a pilot Certification and License Renewal Fee Reimbursement Program.

EDUCATION AND TRAINING FUNDING (INCLUDING TUITION REIMBURSEMENT)

Q. Is there funding, including retroactive funding, for education and training programs in the Tentative Agreement?

A. Yes. Retroactive and prospective funding was included in the Tentative Agreement for education and training programs offered through Article 15 in each year of the Tentative Agreement. Additionally, the Tentative Agreement continues funding of programs after expiration of the Tentative Agreement for the period from April 2, 2023, through December 31, 2023. After ratification, the Article 15 Professional Development Committee will adopt and publish updated guidelines for Article 15 programs.

Q. Where can I find the education and training guidelines?

A. If the Tentative Agreement is ratified, new guidelines on education and training benefits will be developed as soon as possible and will be available at: <https://goer.ny.gov/public-employees-federation-afl-cio-pef>



WORK-LIFE SERVICES PROGRAMS

Q. What is the Dependent Care Advantage Account (DCAA)?

A. The DCAA is a negotiated benefit that helps State employees save money by paying for child care, elder care, or disabled dependent care on a pre-tax basis. The DCAA is funded by pre-tax employee contributions and/or an employer contribution which varies depending on the employee's salary. The combined amount of the employee and employer contribution cannot exceed \$5,000 annually.

Q. Will the Employer Contribution to DCAA be offered to employees?

A. Yes. If the Tentative Agreement is ratified, employer contributions to DCAA will continue for the term of the Agreement. After the expiration of the 2016-2019 Agreement, the State continued the employer contributions for 2020 but not 2021. If the Tentative Agreement is ratified, employees who are currently enrolled in the DCAA for 2021 will have their employee contribution automatically reduced and the employer contribution added to their accounts. 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 will have the employer contribution applied to their DCAA for the remainder of the plan year. Information about eligible CIS events can be found here. <https://goer.ny.gov/dependent-care-advantage-account>

Q. What is the annual amount of the Employer Contribution?

A. The amount of the employer contribution is based on your NYS salary, not on your household income or the number of children you have. The employer contributions are as follows:

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

DISCIPLINARY PROCESS

Q. What are the changes to the contractual disciplinary process?

A. The Tentative Agreement contains a pilot program allowing virtual disciplinary proceedings and, for the first time, an optional expedited probable cause review for those employees who are suspended without pay pending the outcome of disciplinary charges.

WORKER'S COMPENSATION

Q. What is the new pilot Worker's Compensation benefit and to whom does it apply?

A. There is a new pilot program providing an enhanced Worker's Compensation benefit for employees in parole officer, senior parole officer, and parole revocation specialist titles of 90 days of full pay without charge to accruals for absences required by worker's compensation injuries. The program applies to covered injuries occurring from January 1, 2022, through March 31, 2023. A Joint Committee on Worker's Compensation will also be formed to work on issues including the expansion of the program to additional PEF-represented employees.

LABOR-MANAGEMENT

Q. Are there any changes to the Labor-Management process?

A. Yes, among other things, the Tentative Agreement requires agency-level labor-management committees to agree, within 90 days of ratification, to a plan for local-level labor-management at agencies that do not have facilities or institutions. Training will be required for those committees that fail to meet the deadline and the training will continue until a plan is reached.

DURATION

Q. What is the term of the Tentative Agreement?

A. The term of the Tentative Agreement is from April 2, 2019, through April 1, 2023.

CONTRACT RATIFICATION

Q. Who is entitled to vote on the Tentative Agreement?

A. In accordance with the PEF Constitution, State or Roswell Park employees in the PS&T unit who are dues-paying members of PEF as of June 22, 2021, are eligible to vote.

Q. When will ballots go out, when are they due back, and when will the count take place?

A. Ballots will be mailed to PEF members in the PS&T unit by the American Arbitration Association (AAA) on July 2, 2021. Ballots must be returned to and received by AAA on or before 5 p.m. on July 26, 2021. Received means in hand, not just mailed or postmarked, by July 26, 2021. Any PEF member who should have but has not received a ballot by July 9, 2021, should call the AAA hotline at (800) 529-5218. Ballots will be counted by AAA on July 27, 2021.

PEF will be scheduling membership meetings to answer questions and hear comments about the Tentative Agreement. For additional information, contact your PEF Regional Office, check your email, and visit the PEF website at www.pef.org



New York State Public Employees Federation, AFL-CIO
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