

— ARTICLE 13 —
WORKER'S COMPENSATION BENEFIT

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

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

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

13.3 Medical Evaluation Network

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.5 Mandatory Alternate Duty

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

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

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

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

(e) If no such alternate duty assignment is available, the employee will receive the wage benefit he/she would have received pursuant to Section 13.3(b) if the disability was classified as "total" for the period the employee qualified for alternate duty not to exceed 60 calendar days.

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

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

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

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

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

— ARTICLE 11 —
ACCIDENTAL DEATH BENEFIT

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

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

— ARTICLE 30 —
VERIFICATION OF DOCTOR'S STATEMENT

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

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

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

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

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

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

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

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

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

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

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

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

8. The Employer agrees that an employee eligible for Workers' Compensation Leave because of occupational injury or disease as defined in the Workers' Compensation Law, when absent from work for the purpose of attending a hearing scheduled by the Workers' Compensation Board in connection with such injury or disease shall be granted compensation leave with pay without charge to leave credits for such absence provided, however, that the cumulative total of compensation leave with pay not charged to leave credits granted for attendance at Workers' Compensation Board hearings or for absences necessitated by the occupational injury or disease shall not exceed three months.
9. In all other respects, the employee shall be entitled to all the benefits of Article 13. Where the MOA is silent on a subject, the provisions of Article 13 of the CBA shall apply. Nothing in the MOA shall be construed to diminish the benefits provided by statute or Article 13 of the CBA.
10. The State and PEF agree to create a standing Joint Committee on Workers' Compensation. The Committee shall consist of an equal number of representatives selected by PEF and an equal number of representatives selected by the State. The Joint Committee on Workers' Compensation shall use such funds as are made available to it by the Professional Development and Quality of Working Life Coordinating Committee to undertake such activities as it mutually agrees to, including but not limited to expanding this MOU to additional PEF-represented titles.
11. This MOA will be effective for injuries occurring from January 1, 2022 through March 31, 2023. The MOA can be renewed by written agreement of the parties.

12. The parties shall meet during the term of the MOA to review any issues associated with the implementation of the MOA and the utilization of the benefit provided.

For the State:

Michael Volforte
Director
Governor's Office of Employee Relations

For PEF:

Wayne Spence
President
Public Employees Federation

Dated: June 4, 2021

Dated: June 4, 2021
