~~2019-2023~~ 2023-2026 PS&T Unit AGREEMENT

~~2019-2023~~ 2023-2026
Professional, Scientific
and
Technical Services Unit
AGREEMENT

Agreement made by and between the Executive Branch of the State of New York ("State") and the Public Employees Federation, AFL-CIO ("PEF").

Bill of Rights

To insure that individual rights of employees in the PS&T Unit are maintained, the following shall represent the employees' Bill of Rights.

1. In all disciplinary hearing proceedings under Article 33, the burden of proof that discipline is for just cause shall rest with the employer.

2. An employee shall be entitled to a union representative or an attorney at each step of a disciplinary proceeding instituted pursuant to Article 33 of this Agreement.

3. An employee shall be entitled to a union representative or an attorney at an interrogation if it is determined by the questioner or reviewer at that time that such employee is a likely subject for disciplinary action, pursuant to Article 33 of the Agreement.

4. No recording device shall be used nor shall any stenographic record be taken during an interrogation unless the employee is so advised in advance.

5. Except as provided in Section 7 below, no statement(s) or admission(s) made by an employee during an interrogation held without that employee having the opportunity of a union representative or an attorney, will be subsequently used in a disciplinary proceeding against such employee.

6. No employee against whom disciplinary action has been initiated shall be requested to sign any statement or admission of guilt, to be used in a disciplinary proceeding under Article 33 without the opportunity to have a union representative or an attorney.

7. An employee shall be entitled to a union representative at each step of the grievance procedure pursuant to Article 34 of this Agreement.

8. An employee shall not be coerced or suffer any reprisal either directly or indirectly that may adversely affect that individual's hours, wages or working conditions as the result of the exercise of the rights provided by Article 33 of this Agreement.

9. Disagreements arising as to the interpretation or application of this Bill of Rights shall not be specifically addressed under this Bill of Rights but must be grieved under the appropriate Article contained in the Agreement.

10. This Bill of Rights is not intended to be a complete list of all of the rights contained in the Agreement, nor is it intended to limit, restrict, or modify in any way those provisions of the Agreement which contain the rights of employees.

— ARTICLE 1 —
RECOGNITION

The State, pursuant to the certification of the Public Employment Relations Board, recognizes PEF as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment of employees serving in positions in the Professional, Scientific and Technical Services Unit and similar positions hereafter created. The terms "employee" or "employees" as used in this Agreement shall mean only employees serving in positions in such unit and shall include seasonal employees where so specified.

— ARTICLE 2 —
STATEMENT OF POLICY AND PURPOSE

2.1 It is the policy of the State to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted operations of government. This policy is effectuated by the provisions of the Public Employees' Fair Employment Act granting public employees the rights of organization and collective representation concerning the determination of the terms and conditions of their employment.

2.2 The State and PEF now desire to enter into an agreement reached through collective negotiations which will have for its purposes, among others, the following:

(a) To recognize the legitimate interests of the employees of the State to participate through collective negotiations in the determination of the terms and conditions of their employment.

(b) To promote fair, safe and reasonable working conditions.

(c) To promote individual efficiency and service to the citizens of the State.

(d) To avoid interruption or interference with the efficient operation of the State's business.

(e) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

— ARTICLE 3 —
UNCHALLENGED REPRESENTATION

The State and PEF agree, pursuant to Section 208 of the Civil Service Law, that PEF shall have unchallenged representation status for the maximum period permitted by law on the date of execution of this Agreement.

— ARTICLE 4 —
EMPLOYEE ORGANIZATION RIGHTS

4.1 Exclusive Negotiations with PEF

The State will not negotiate or meet with any other employee organization with reference to terms and conditions of employment of employees. When such organizations, whether organized by the employer or employees, request meetings, they will be advised by the State to transmit their requests concerning terms and conditions of employment to PEF and arrangements will be made by PEF to fulfill its obligation as a collective negotiating agent to represent these employees and groups of employees.

4.2 Payroll Deductions

PEF shall have exclusive payroll deduction of membership dues and premiums for group insurance and mass-merchandised automobile and homeowners' and other insurance policies sponsored by PEF for employees and no other employee organization shall be accorded any such payroll deduction privilege. The State shall provide for payroll deduction of employees' voluntary contributions to the New York State Public Employees Federation Committee on Political Education (PEF/COPE) in accordance with the conditions established in the parties' October 17, 1986 Agreement.

4.3 Bulletin Boards

(a) The State shall provide a reasonable amount of exclusive bulletin board space in an accessible place in each area occupied by a substantial number of employees for the purpose of posting bulletins, notices and material issued by PEF, which shall be signed by the designated official of PEF or its appropriate division. No such material shall be posted which is profane or obscene, or defamatory of the State or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof. No other employee organization except employee organizations which have been certified or recognized as the representative for collective negotiations of other State employees employed at such locations shall have the right to post material upon State bulletin boards.

(b) The number and location of bulletin boards as well as arrangements with reference to placing material thereon and removing material therefrom shall be subject to mutual understandings at the departmental or agency level, provided, however, that any understanding reached with respect thereto shall provide for the removal of any bulletin or material objected to by the State which removal may be contested pursuant to the contract grievance procedure provided for herein. Access to electronic bulletin boards shall be provided pursuant to the side letter on Electronic Communication entered into by the parties.

4.4 Meeting Space

(a) Where there is appropriate available meeting space in buildings owned or leased by the State, it shall be offered to PEF from time to time for specific meetings provided that (1) PEF agrees to reimburse the State for any additional expense incurred in the furnishing of such space, and (2) request for the use of such space is made in advance, pursuant to rules of the department or agency concerned.

(b) No other employee organization, except employee organizations which have been certified or recognized as the representative for collective negotiations of other State employees, shall have the right to meeting space in State facilities.

(c) Where appropriate space is available the State shall provide such space at State facilities for the conduct of PEF division elections, provided that the conduct of such elections

will not interfere with normal State operations. Arrangements for such space shall be subject to mutual understandings at the departmental or agency level.

4.5 Access to Employees

(a) PEF representatives shall, on an exclusive basis, have access to employees during working hours to explain PEF membership, services and programs under mutually developed arrangements with department or agency heads. Any such arrangements shall insure that such access shall not interfere with work duties or work performance. Such consultations shall be no more than 15 minutes per employee per month, and shall not exceed an average of 10 percent per month of the employees in the operating unit (e.g., institution, hospital, college, main office or appropriate facility) where access is sought.

(b) Department and agency heads may make reasonable and appropriate arrangements with PEF whereby it may advise employees of the additional availability of PEF representatives for consultations during non-working hours concerning PEF membership, services and programs.

(c) Access to employees for purposes related to grievances and discipline is provided in Section 4.7 of the Agreement.

(d) If the appointing authority exercises its discretion to conduct group onboarding sessions for new employees, PEF will be notified of any such onboarding session that includes three or more new PS&T Unit employees and the union will be given an opportunity to attend and make a presentation to these new employees regarding union membership, services and programs. The union will be given at least three working days advance notice prior to the onboarding session. Absent mutual agreement between the appointing authority and PEF on another arrangement, the union will be allotted 30 minutes for its presentation at a point in the meeting agenda selected by the appointing authority. This provision applies to onboarding sessions held in person, virtually or in a hybrid manner including both.

4.6 Lists of Employees

The State, at its expense, shall furnish the President of PEF, on at least a quarterly basis, information showing the name, address, unit designation, employee identification number and payroll agency of all new employees and any current employee whose payroll agency or address has changed during the period covered by the report.

4.7 Employee Organization Leave

(a) The State shall grant a total of 400 days of Employee Organization Leave during each year of this Agreement for the use of employees for attendance at PEF Executive Board meetings or PEF Committee meetings. Within 30 days of the execution of this Agreement, PEF shall provide the State with a list of committees and boards in the categories described above along with the names and work locations of employees appointed to those committees and boards. **Such list supplied by PEF shall also identify Regional Coordinators.** Only employees so designated shall be entitled to authorized employee organizational leave for the committees**, ~~and~~** boards**, and regional coordinators** provided as required above. PEF shall notify the State in writing of any additions or deletions of committees and boards and/or employees assigned to those committees and boards. **Such written notification shall also identify any additions or deletions to PEF's list of Regional Coordinators designated to use Employee Organization Leave.** PEF may also request, in advance, Employee Organization Leave for nondesignated employees to participate in activities of the committees and boards. Failure to designate employees as provided herein can result in the forfeiture of Employee Organization Leave for the desired purpose at the State's discretion.

The use of such leave shall be granted to individual employees designated in advance by PEF, on the dates specified by PEF, contingent on the State's advance receipt of requests for such leave and designation of individual employees, and to the extent that the resulting absences of any individual employee will not unreasonably interfere with an agency's operations. Procedures for the advance request for the use of such leave and advance designation of employees, and for the recording of the use of leave and maintaining of the remaining balance, shall be by means mutually agreed to by the Director of the ~~**Governor's**~~ Office of Employee Relations and the President of PEF.

(b) The State shall grant Employee Organization Leave for one PEF delegate meeting in each year of this Agreement. Such Employee Organization Leave shall be limited to three (3) days each for up to nine hundred and fifty (950) persons. The granting of such leave to individual employees shall be subject to the same procedures and limitations as specified in subsection (a) above.

(1) Unused Employee Organizational Leave available pursuant to Article 4.7(b) shall be added to Employee Organizational Leave available pursuant to Article 4.7(a) and 4.7(d). **Up to two days per week of such Employee Organization Leave may be used by each PEF Regional Coordinator subject to the terms of Article 4.7(d). Such Employee Organization Leave may also be used by PEF for meetings of its committees and/or Executive Board to the extent that Employee Organization Leave under Article 4.7(a) above is exhausted.** Such unused PEF delegate meeting EOL will remain available for use subject to the terms of Article 4.7(a) and 4.7(d) for a period of one year following the conclusion of the PEF delegate meeting for which it was initially available pursuant to Article 4.7(b). ~~**This conversion of unused PEF delegate meeting EOL under this subsection is a pilot program that shall sunset on the final date of the 2019-2023 State/PEF Agreement unless the parties mutually agree to an extension.**~~

(c) Reasonable numbers of PEF designees will be granted reasonable amounts of Employee Organization Leave to participate in meetings of joint labor/management committees, the conduct of negotiations for a successor agreement, and the representation of employees in the grievance procedure, with no charge to the Employee Organization Leave allowance provided in (a) above or to the employees' leave credits subject to the following conditions:

(1) Beginning April 2, 1999, and quarterly thereafter, PEF shall provide to the Director of the ~~**Governor's**~~ Office of Employee Relations a listing of all grievance representatives, including official workstation and department/agency of such employees. Between quarterly listings PEF shall notify the State in writing on the first of each month of any addition or deletion affecting employees eligible for Employee Organization Leave for this reason. Where a PEF local is comprised of employees from more than one State agency and/or work location, PEF will indicate such. An employee whose name does not appear on the list can be denied Employee Organization Leave at the State's discretion.

(2) PEF shall provide to the Director of the ~~**Governor's**~~ Office of Employee Relations beginning April 2, 1999 and quarterly thereafter, a list of PEF statewide officers, regional coordinators, executive board members, stewards, council leaders, and other local officers eligible for Employee Organization Leave, together with official workstations, departments and agencies of such employees. Where a PEF local is comprised of employees from more than one agency and/or work location, PEF shall so indicate. An employee whose name does not appear on the list can be denied Employee Organization Leave at the State's discretion.

(3) When such activities extend beyond the employee's scheduled working hours, such time shall not be considered as in paid status.

(4) The use of such leave will be contingent on the submission of requests in advance, and shall be granted to the extent the resulting absences will not unreasonably interfere with an agency's operations.

(5) Reasonable and actual travel time in connection with such leave shall also be granted, subject to the same limitations and subject to a maximum of five hours each way for any meeting.

(6) Leave for contract negotiations, joint labor/management committees, and representation of employees in the grievance procedure, pursuant to this provision shall be granted only to employees in this unit designated in advance by PEF and approved by the Director of the ~~**Governor's**~~ Office Employee Relations.

(d) Under special circumstances, and upon advance request, additional Employee Organization Leave other than that provided in Sections 4.7(a) and (b) and the Employee Organization Leave Article 4.7 side letter may be granted by the Director of the ~~**Governor's**~~ Office of Employee Relations. Should such additional leave be granted, PEF shall reimburse the State for the average cost of the involved employee's salary for the day(s) in question, or shall utilize EOL at no charge pursuant to Article 4.7(b)(1). For those employees holding positions that are funded in such a manner that the State must demonstrate that it was reimbursed for the actual cost of the employee's salary, PEF agrees to reimburse the actual cost of the employee's salary, whether higher or lower than the average salary, upon request by the State.

(e) Failure to obtain advance notice for leave provided in Section 4.7 of the Agreement may result in charge to credits.

(f) ~~**As soon as practicable**~~ **Within sixty calendar days** after ratification of this Agreement, the parties shall commence discussions in an effort to devise, by mutual agreement, a single, consistent statewide **electronic system** ~~**process**~~ for requests and approvals associated with all Employee Organization Leave (EOL) granted pursuant to subsections 4.7(a), 4.7(b), 4.7(c), and 4.7(d) above. The parties hereby affirm that it is their goal to arrive at a mutually agreed upon **electronic system** ~~**process**~~ that will be implemented in all State agencies and Departments and to leverage technology to the greatest extent possible to reduce administrative burdens and errors associated with EOL. **The parties further agree that the electronic system will not be implemented until both the Office of Employee Relations and PEF have agreed that the system will meet the needs of both parties and that the system will be accessible by both the State and PEF.**

(1) Until the parties reach a single, consistent statewide process for EOL request and approval as described in Article 4.7(f) above, with respect to EOL for purposes other than grievance representation, agencies and departments may require that requests for EOL are directed to the Director of Human Resources Management or their designee for advance review and approval. Any EOL request forms furnished to employees for such purpose shall be limited to requesting the employee's name and contact information, the date(s), times and locations for which EOL is requested, and a brief description of the activity for which such EOL has been requested including the name of any internal union committee whose meeting is the basis for the EOL request. Such information shall be used to make a decision on EOL approval consistent with the terms of Article 4.7 of the ~~**2019-2023**~~ **2023-2026** State/PEF Agreement. Any such agency forms shall be discontinued upon implementation of a statewide EOL request and approval procedure consistent with Article 4.7(f) above.

(2) Consistent with the parties' long-term understanding regarding EOL for grievance representatives, requests for such EOL pursuant to Article 4.7(c), shall be directed in advance to the employee's immediate supervisor who shall respond as soon as practicable. Requests for EOL for grievance representation shall be identified as such by the authorized grievance representative requesting the EOL and should include the date, and time(s) for which the EOL is requested as well as contact information **and location** for the grievance representative **while on such EOL. Any EOL request forms furnished to employees for this purpose shall be limited to this information and may be used by the immediate supervisor to make a determination as to whether the EOL can be granted in accordance with the terms of Article 4.7(c) of the Agreement**. Nothing herein shall prohibit the Director of Human Resources Management or their designee from reviewing supervisory EOL approvals**, including any request forms completed by employees,** after the fact to ensure that the EOL was granted and used consistent with this Article. **Any EOL request forms, with approvals and/or denials, collected by an agency Director of Human Resources Management or their designee shall be furnished by the appointing authority to the Director of the Office of Employee Relations and the President of PEF or their respective designees on a quarterly basis.**

4.8 Union Leave

Upon the request of the President of PEF and the employee(s), and the approval of the Director of the ~~**Governor's**~~ Office of Employee Relations, an employee or employees may be granted leave of absence with full pay to engage in PEF activities in accordance with the provisions of Section 46 of Chapter 283 of the Laws of 1972.

4.9 Leave of Absence Information

The State shall provide an employee who is going on an authorized leave of absence with information regarding continuation of coverage under the State's Health, Vision, and Dental Insurance Programs during such leave. The State shall also provide to such employee a memorandum prepared by PEF regarding necessary payments for PEF dues and insurance premiums during such leave.

4.10 Nothing herein shall be considered a diminishment of rights guaranteed by the Public Employees' Fair Employment Act ("Taylor Law") to either the State or PEF.

— ARTICLE 5 —
MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the State are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the State; to determine the facilities, methods, means and number of personnel required for conduct of State programs; to administer the Merit System, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force, to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

— ARTICLE 6 —
NO STRIKES

6.1 PEF shall not engage in a strike, nor cause, instigate, encourage or condone a strike.

6.2 PEF shall exert its best efforts to prevent and terminate any strike.

6.3 Nothing contained in this Agreement shall be construed to limit the rights, remedies or duties of the State or the rights, remedies or duties of PEF or employees under State law.

— ARTICLE 7 —
COMPENSATION

The State and PEF shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to provide the benefits below:

7.1 **~~2019-2020~~2023-2024** Salary Increase

Effective **~~April 4, 2019~~ March 30, 2023** for employees on the administrative payroll and **~~March 28, 2019~~April 6, 2023** for employees on the institutional payroll, the basic annual salary of employees in full-time employment status on **~~April 3, 2019~~March 29, 2023** and **~~March 27, 2019~~April 5, 2023** respectively shall be increased by **~~two~~ three** (~~2~~**3**.0) percent.

7.2 **~~2019-2020~~2023-2024** Salary Schedule

Effective **~~April 4, 2019~~March 30, 2023** for employees on the administrative payroll and **~~March 28, 2019~~April 6, 2023** for employees on the institutional payroll, a new salary schedule shall be established which shall consist of a hiring rate and a job rate for grades 1 through 37 and a hiring rate for grade 38. The hiring rates shall be the hiring rates of the salary schedule in effect on **~~April 3, 2019~~March 29, 2023** for employees on the administrative payroll and **~~March 27, 2019~~April 5, 2023** for employees on the institutional payroll increased by two **three** (~~2~~**3**.0) percent. The job rates for grades 1 through 37 shall be the rates of the salary schedule in effect on **~~April 3, 2019~~March 29, 2023** for employees on the administrative payroll and **~~March 27, 2019~~April 5, 2023** for employees on the institutional payroll increased by **~~two~~ three** (~~2~~**3**.0) percent.

7.3 **~~2020-2021~~2024-2025** Salary Increase

Effective **~~April 2, 2020~~March 28, 2024** for employees on the administrative payroll and **~~March 26, 2020~~April 4, 2024** for employees on the institutional payroll, the basic annual salary of employees in full-time employment status on **~~April 1, 2020~~March 27, 2024** and **~~March 25, 2020~~April 3, 2024** respectively shall be increased by **~~two~~ three** (~~2~~**3**.0) percent.

7.4 **~~2020-2021~~2024-2025** Salary Schedule

Effective **~~April 2, 2020~~March 28, 2024** for employees on the administrative payroll and **~~March 26, 2020~~April 4, 2024** for employees on the institutional payroll, a new salary schedule shall be established which shall consist of a hiring rate and a job rate for grades 1 through 37 and a hiring rate for grade 38. The hiring rates shall be the hiring rates of the salary schedule in effect on **~~April 1, 2020~~March 27, 2024** for employees on the administrative payroll and **~~March 25, 2020~~April 3, 2024** for employees on the institutional payroll increased by **~~two~~ three** (~~2~~**3**.0) percent. The job rates for grades 1 through 37 shall be the rates of the salary schedule in effect on **~~April 1, 2020~~March 27, 2024** for employees on the administrative payroll and **~~March 25, 2020~~April 3, 2024** for employees on the institutional payroll increased by **~~two~~ three** (~~2~~**3**.0) percent.

7.5 **~~2021-2022~~2025-2026** Salary Increase

Effective **~~April 1, 2021~~March 27, 2025** for employees on the administrative payroll and **~~March 25, 2021~~April 3, 2025** for employees on the institutional payroll, the basic annual salary of employees in full-time employment status on **~~March 31, 2021~~March 26, 2025** and **~~March 24, 2021~~April 2, 2025** respectively shall be increased by **~~two~~ three** (~~2~~**3**.0) percent.

7.6 **~~2021-2022~~2025-2026** Salary Schedule

Effective **~~April 1, 2021~~March 27, 2025** for employees on the administrative payroll and **~~March 25, 2021~~April 3, 2025** for employees on the institutional payroll, a new salary schedule shall be established which shall consist of a hiring rate and a job rate for grades 1 through 37 and

a hiring rate for grade 38. The hiring rates shall be the hiring rates of the salary schedule in effect on ~~March 31, 2021~~**March 26, 2025** for employees on the administrative payroll and ~~March 24, 2021~~**April 2, 2025** for employees on the institutional payroll increased by ~~two~~ **three** (~~2~~**3**.0) percent. The job rates for grades 1 through 37 shall be the rates of the salary schedule in effect on ~~March 31, 2021~~**March 26, 2025** for employees on the administrative payroll and ~~March 24, 2021~~**April 2, 2025** for employees on the institutional payroll increased by ~~two~~ **three** (~~2~~**3**.0) percent.

7.7 ~~2022-2023 Salary Increase~~ **Signing Bonus**

Effective ~~March 31, 2022 for employees on the administrative payroll and April 7, 2022 for employees on the institutional payroll, the basic annual salary of employees in full-time employment status on March 30, 2022 and April 6, 2022 respectively shall be increased by two (2.0) percent.~~ **A one-time $3,000 signing bonus will be paid to all eligible members of the PS&T unit. This signing bonus is not part of basic annual salary. Similarly, the signing bonus is not subject to any salary increases and is not pensionable. The signing bonus shall be pro-rated for those employees paid on any basis other than an annual basis. Employees paid on a part-time, hourly or per diem basis shall receive a signing bonus prorated on a basis reflecting the actual hours worked between June 6, 2023 and October 12, 2023 for officers and employees on the administrative payroll or October 19, 2023 for officers and employees on the institutional payroll. To qualify, employees must be in continuous service in the PS&T unit between June 6, 2023 and October 12, 2023 for officers and employees on the administrative payroll or October 19, 2023 for officers and employees on the institutional payroll as defined by Civil Service Law Section 130(3)(c). Employees who separate from state service between June 6, 2023 and October 12 or October 19, 2023, respectively, are not eligible for this signing bonus unless they retire directly from active state employment. This bonus shall be effective October 12, 2023 for officers and employees on the administrative payroll and effective October 19, 2023 for officers and employees on the institutional payroll.**

7.8 ~~2022-2023 Salary Schedule~~ **Higher Education Differential**

~~Effective March 31, 2022 for employees on the administrative payroll and April 7, 2022 for employees on the institutional payroll, a new salary schedule shall be established which shall consist of a hiring rate and a job rate for grades 1 through 37 and a hiring rate for grade 38. The hiring rates shall be the hiring rates of the salary schedule in effect on March 30, 2022 for employees on the administrative payroll and April 6, 2022 for employees on the institutional payroll increased by two (2.0) percent. The job rates for grades 1 through 37 shall be the rates of the salary schedule in effect on March 30, 2022 for employees on the administrative payroll and April 6, 2022 for employees on the institutional payroll increased by two (2.0) percent.~~ **Members of the PS&T Unit who hold an earned Associate's Degree, Bachelor's Degree, Master's Degree, or Doctorate (e.g., MD, JD, Ph.D.) from a college or university or a professional license issued by the New York State Education Department are eligible to receive a Higher Education Differential of up to $600 in State fiscal year 2024-2025 and State fiscal year 2025-2026. This will be a lump sum payment that is not added to base salary, not subject to any salary increases and not pensionable. This Higher Education Differential shall be pro-rated for those employees paid on any basis other than an annual basis including hourly or per diem employees. Employees who are less than full-time shall receive the Higher Education Differential prorated on a basis reflecting the actual hours worked (including hours charged to accruals or on an authorized leave) between October 1 and March 31 of the preceding State fiscal year. The**

payment will be made as soon as practicable at the beginning of State fiscal years 2024-2025 and 2025-2026.

In order to receive this payment, employees must provide proof, such as a copy of their diploma or license, that they hold a qualifying degree or professional license to their agency human resources office no later than close of business on the last business day in March preceding the fiscal year in which the payment will be made. Each agency human resources office shall notify employees of how to submit such proof within six months of ratification of this Agreement. Proof of eligibility to receive a qualifying degree or professional license will not be accepted if the degree or license has not actually been awarded. This program shall sunset on April 2, 2026 unless extended by mutual agreement.

7.9 Promotions

(a) Employees promoted or otherwise advanced to a higher salary grade shall be paid at the hiring rate of the higher grade or will receive a percentage increase in base pay determined as indicated below, whichever results in a higher salary. For purposes of this section, "base pay" shall include any performance award(s) received during the 12-month period immediately preceding the promotion.

For a Promotion of	*An Increase of*
1 grade	3.0%
2 grades	4.5%
3 grades	6.0%
4 grades	7.5%
5 grades	9.0%

(b) Reallocations and Reclassifications

Employees in positions which are reallocated or reclassified to a higher salary grade shall receive an increase in pay determined in the same manner as described for promotions.

7.10 Applicability to Hourly, Part-time and Per Diem Employees

All of the above provisions shall apply on a pro rata basis to employees paid on an hourly or per diem basis or on any basis other than at an annual rate, or to employees paid on a part-time basis. The above provisions shall not apply to employees paid on a fee schedule.

7.11 Performance Advances

(a) Subject to the provisions of sub-sections 7.11(b) through 7.11(d) below, salary adjustments between the hiring rates and job rates of the salary grades shall be paid to eligible employees in accordance with eligibility standards, procedures, and other provisions of the PS&T Unit Performance Evaluation System.

(b) Performance advances will be payable to eligible employees on April 1 of the fiscal year immediately following completion of each year of service in grade. Performance advances, except those to job rate, shall be equal to the dollar amounts shown under the column "Advance Amount" in the applicable salary schedule contained in Appendix I. Performance advances to job rate shall be equal to the dollar amounts shown under the column "Job Rate Advance" in the same salary schedule.

Employees hired or promoted on or after April 2 and through October 1 will have a performance advance anniversary date of October 1. Employees hired or promoted on or after October 2 and through April 1 will have an April 1 performance advance anniversary date. All hired or promoted employees will be required to serve at least one year before receiving their performance advance. Once the performance advance is received, subsequent performance

advances will begin on the appropriate performance advance anniversary date of either October 1 or April 1. The creation of a second performance advance anniversary date will continue the practice that all employees will serve at least one year before the performance advance is paid but no employee will wait longer than one and one-half years.

(c) An employee's salary may not exceed the job rate as a result of a performance advance.

(d) The State/PEF Memorandum of Understanding Concerning Performance Evaluation and Performance Advances shall be amended to incorporate the necessary revisions to comply with the provisions of this article.

7.12 Performance Awards

(a) Eligibility

(1) Each employee who as of March 31 has completed five years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary rate equal to or higher than the job rate of the employee's salary grade, and whose summary performance evaluation received during the prior calendar year was higher than "Below Minimum" or the equivalent, shall receive a five year Performance Award.

(2) Each employee who as of March 31 has completed ten years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary rate equal to or higher than the job rate of the employee's salary grade, and whose summary performance evaluation received during the prior calendar year was higher than "Below Minimum" or the equivalent, shall receive both a five year Performance Award and a ten year Performance Award.

(3) Effective April 1, 2020, each employee who as of March 31 of each year has completed fifteen years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary rate equal to or higher than the job rate of the employee's salary grade, and whose summary performance evaluation received during the prior calendar year was higher than "Below Minimum" or the equivalent, shall receive a five year Performance Award, a ten year Performance Award and a fifteen year Performance Award.

(b) Performance Award Payments

Performance Awards shall be lump-sum, non-recurring payments in the amounts provided below for employees in full-time status as of March 31, or a pro rata share of that amount for employees in part-time employment status on that date, and shall be paid in April.

Effective Date	Five-Year Performance Award Payment	Ten-Year Performance Award Payment	Fifteen-Year Performance Award Payment
~~**FY 19-20**~~	~~**$1,500**~~	~~**$1,500**~~	~~**N/A**~~
FY ~~**20-21**~~**23-24**	$1,500	$1,500	$1,500
FY ~~**21-22**~~**24-25**	$1,500	$1,500	$1,500
~~**FY 22-23 and thereafter**~~	~~**$1,500**~~	~~**$1,500**~~	~~**$1,500**~~

(c)Performance Award Payments in Fiscal Year 2025-26

The prior performance award amounts described in Article 7.12(a) and 7.12(b) above shall be replaced in Fiscal Year 2025-26 as described in this Article 7.12(c).

(1) Twelve Year Performance Award

Effective April 1, 2025 and thereafter, each employee who as of the preceding March 31 has completed twelve years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law in the Executive Branch of New York State government, and has attained a performance rating higher than "Below Minimum" or its equivalent, shall receive a twelve year Performance Award pursuant to Article 7.12(c)(4) below.

(2) Seventeen Year Performance Award

Effective April 1, 2025 and thereafter, each employee who as of the preceding March 31 has completed seventeen years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law in the Executive Branch of New York State government, and has attained a performance rating higher than "Below Minimum" or its equivalent, shall receive a seventeen year Performance Award pursuant to Article 7.12(c)(4) below. Such employees will also continue to receive the twelve-year performance award described above in 7.12(c)(1).

(3) Twenty-Two Year Performance Award

Effective April 1, 2025 and thereafter, each employee who as of the preceding March 31 has completed twenty-two years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law in the Executive Branch of New York State government, and has attained a performance rating higher than "Below Minimum" or its equivalent, shall receive a twenty-two year Performance Award pursuant to Article 7.12(c)(4) below. Such employees will also continue to receive both the twelve and seventeen-year performance awards described above in 7.12(c)(1) and 7.12(c)(2), respectively.

(4) Performance Award Payments

Performance Awards shall be lump-sum, non-recurring payments in the amounts provided below for employees in full-time status as of March 31, or a pro rata share of that amount for employees in part-time employment status on that date, and shall be paid in April.

Effective Date	Twelve-Year Performance Award Payment	Seventeen-Year Performance Award Payment	Twenty Two-Year Performance Award Payment
FY 25-26 and thereafter	$1,500	$1,500	$1,500

(d) No employee who received a performance award in State Fiscal Year 2024-2025 under the provisions of Article 7.12(b) above shall lose their performance award as a result of transition to the years of service model set forth in Article 7.12(c) and its subsections. Rather, so long as they remain eligible, such employees will continue to receive their performance award based on years at job rate under Article 7.12(b) until they reach a number of years of continuous service as defined by Section 130.3(c) of the Civil Service Law in the Executive Branch of New York State government that would entitle them to a greater performance award under the provisions of Article 7.12(c). In all cases, to receive a performance award under either system, employees must attain a performance rating higher than "Below Minimum" or its equivalent.

(**e** e) Performance Award Payments – No Successor Agreement

During a period where no successor agreement is place, the provisions of this Article 7.12 continue in accordance with the terms herein. ~~During a period where no successor agreement is in place, an employee who on or prior to expiration of the agreement has completed or who after expiration completes either five, ten, or fifteen years of continuous service, as defined by Section 130.3(c) of the Civil Service Law, at a basic annual salary rate equal to or~~

~~higher than the job rate of the employee's salary grade and has attained a performance rating of "satisfactory" or its equivalent, shall receive the associated performance award payment(s) in April following the date they reach the eligible years of service.~~

(**~~d~~ f**) Employees otherwise eligible to receive payment of Performance Awards who, on the March 31 eligibility date, are on authorized leave of absence without pay (preferred list, military leave, workers' compensation leave, or approved leave of absence) shall, if they return to active payroll status within one year of the March 31 eligibility date, be eligible for such payment in full if in full-time status immediately prior to such leave or shall be eligible for a pro rata share of such payment if in part-time employment status immediately prior to such leave.

7.13 Recall and Inconvenience Pay and Locational Compensation

(a) Except as otherwise hereinafter specifically provided, the present recall pay and inconvenience pay and locational compensation programs will be continued.

(b) Effective April 2, 2007, the inconvenience pay program will be $575 per year to employees who work four (4) hours or more between 6:00 p.m. and 6:00 a.m., except on an overtime basis, as provided in Chapter 333 of the Laws of 1969 as amended.

(c) Those employees in Monroe County who were receiving $200 location pay on March 31, 1988 will continue to receive such location pay throughout this Agreement as long as they remain otherwise eligible. Employees in New York City, Nassau, Rockland, Suffolk and Westchester counties who would have been eligible to receive location pay if it had continued will receive a downstate adjustment in lieu of location pay. Employees in Orange, Dutchess and Putnam counties will receive the Mid-Hudson adjustment.

(d) **Effective April 2, 2023, ~~T~~**the downstate adjustment is **~~$3,026~~$3,087** and the Mid-Hudson adjustment is **~~$1,513.~~ $1,543. Effective April 2, 2024, the downstate adjustment will be increased to $3,400 and the Mid-Hudson adjustment will be increased to $1,650. Effective April 2, 2025, the downstate adjustment will be increased to $4,000 and the Mid-Hudson adjustment will be increased to $2,000.**

7.14 Holiday Pay

(a) Any employee who is entitled to time off with pay on days observed as holidays by the State as an employer will receive at the employee's option additional compensation for time worked on such days or compensatory time off. Such additional compensation, except as noted in 7.14(c) below, for each such full day worked will be at the rate of 1/10 of the employee's biweekly rate of compensation. Such additional compensation for less than a full day of such work will be prorated. Such rate of compensation will include geographic, locational, inconvenience, shift pay and the downstate or Mid-Hudson adjustment as may be appropriate to the place or hours worked. In no event will an employee be entitled to such additional compensation or compensatory time off unless the employee has been scheduled or directed to work.

(b) An employee electing to take compensatory time off in lieu of holiday pay shall notify the appropriate payroll agency in writing between April 1 and June 15, 2021, of the employee's intention to do so with the understanding that such notice constitutes a waiver for the term of this Agreement of the employee's right to receive additional compensation for holidays worked; provided, however, that an employee shall have the opportunity to revoke such waiver or file a waiver, if the employee has not already done so, by notifying the appropriate payroll agency in writing between April 1 and May 15 in each year of this Agreement of the employee's revocation or waiver, in which event such revocation or waiver shall remain in effect for the remainder of the term of this Agreement.

(c) Any employee who is entitled to time off with pay on days observed as the Thanksgiving Day or Christmas Day holidays by the State as an employer, will receive at the employee's option additional compensation for time worked on such days or holiday compensatory time off. Such additional compensation for each such full day worked will be at the rate of 3/20 of the employee's biweekly rate of compensation. Such additional compensation for less than a full day of such work will be prorated. Such rate of compensation will include geographic, locational, inconvenience, shift pay and the downstate or Mid-Hudson adjustment as may be appropriate to the place or hours worked. Holiday compensatory time credited for time worked on such days shall be calculated at the rate of time and one-half. The maximum number of hours of holiday compensatory time credited for work on such days is 11.25 for 7.5 hours worked or 12 hours for 8 hours worked. In no event will an employee be entitled to such additional compensation or holiday compensatory time off unless he/she has been scheduled or directed to work. Pursuant to Article 12, Section 12.1(c) of this Agreement, such compensation for the Christmas holiday in any calendar year where December 25 falls on a Sunday shall only be paid for work on December 25.

7.15 Lag Payroll

(a) The "lag payroll" instituted in the 1982-85 Agreement shall remain in effect. When employees leave State service, their final salary check shall be issued at the end of the payroll period next following the payroll period in which their service is discontinued. This final salary check shall be paid at the employee's then current salary rate.

(b) The salary deferral program instituted by legislative action in 1990, and implemented in 1991, shall remain in effect for all employees. Employees newly added to the payroll shall have five days of salary deferred pursuant to the provision of Chapter 947 of the Laws of 1990, as amended by Chapter 702 of the Laws of 1991.

Employees shall recover monies deferred under this program at the time they leave State service, pursuant to the provisions of Chapter 947 of the Laws of 1990, as amended by Chapter 702 of the Laws of 1991.

7.16 Overtime Compensation

(a) Compensation for overtime work will continue to be subject to all applicable statutes, rules and regulations, except that on and after October 1, 1990, all positions in the PS&T Unit allocated or equated to grades 22 and below shall be deemed to be eligible to receive overtime compensation.

(b) However, for the purpose of earning and payment of overtime compensation, an absence charged to sick leave accruals during a workweek shall be treated as follows:

1. when mandatory overtime is worked, a scheduled absence charged to sick leave accruals is time worked;

2. when mandatory overtime is worked, an unscheduled absence charged to sick leave accruals is time worked;

3. when voluntary overtime is worked, a scheduled absence charged to sick leave accruals is time worked;

4. when voluntary overtime is worked, an unscheduled absence charged to sick leave accruals is not time worked with respect to all hours of voluntary overtime worked up to the amount of absence charged to sick leave accruals in that workweek.

(c) Effective September 1, 2021, the denominator for overtime payment shall be 2080.

7.17 Hazardous Duty Pay

Effective April 2, **~~2007~~2023**, eligible employees shall be paid a hazardous duty differential of $0.**~~75~~90** per hour, pursuant to the provisions of Civil Service Law Section 130.9. **Effective April 2, 2024, eligible employees shall be paid a hazardous duty differential of $1.00 per hour, pursuant to the provisions of Civil Service Law 130.9.**

~~**7.18 Nurse Uniform Maintenance Allowance**~~

~~**Employees in nursing titles who are on the payroll on the date of ratification and the date of payment shall receive a one-time lump sum $500 payment, not added to base, which will be paid as soon as practicable after ratification and will be pro-rated for those not in full-time status on those dates. Funding for this allowance will be taken from Article 14 and 15 funds under the 2019-2023 Agreement. This one-time lump sum payment shall not be included as compensation for purposes of computation of overtime pay or for retirement purposes.**~~

— ARTICLE 8 —
TRAVEL

Travel/Relocation Expense Reimbursement

8.1 Per Diem Meal and Lodging Expenses

The State agrees to reimburse, on a per diem basis as established by rules and regulations of the Comptroller, employees who are eligible for travel expenses, for their expenses incurred while in travel status in the performance of their official duties for a full day at either of the following schedules and the rates set out therein at their option:

(a) Unreceipted Expenses

(1) In the City of New York and the Counties of Nassau, Suffolk, Rockland and Westchester, not to exceed $50, except as specified by the Comptroller in accordance with law.

(2) In the Cities of Albany, Rochester, Buffalo, Syracuse and Binghamton and their respective surrounding metropolitan areas, not to exceed $40, except as specified by the Comptroller in accordance with law.

(3) In places elsewhere within the State of New York, not to exceed $35, except as specified by the Comptroller in accordance with law.

(4) In places outside the State of New York, at least $50 per day, except as specified by the Comptroller in accordance with law.

(b) Receipted Expenses

(1) Receipted lodging and meal expenses for authorized overnight travel in locations within and outside of New York State shall be reimbursed to a maximum of published per diem rates as specified by the Comptroller. Said rates shall be equal to the combined per diem lodging and meal reimbursement rate provided by the Federal government to its employees in such locations, except that in Rockland County receipted lodging and meal expenses shall be reimbursed according to the Comptroller's rates in effect on March 31, 1988 until the combined per diem lodging and meal reimbursement rate provided by the Federal government to its employees equals or exceeds that rate. At that time, the Federal rate will apply.

(2) In locations for which no specific rate is published, receipted lodging and meal expenses for authorized overnight travel in locations within and outside of New York State shall be reimbursed to a maximum of the combined per diem lodging and meal reimbursement rate provided by the Federal government to its employees for such locations.

(3) The rates in (1) and (2) above shall be revised prospectively in accordance with any revision made in the per diem rates provided by the Federal government to its employees.

(4) In recognition of the fact that meals and lodging which are fully accessible to employees with disabilities may not be reasonably available within the specified rates, reimbursement for reasonable and necessary expenses will be allowed as specified by the Comptroller.

(c) When the employee is in travel status for less than a full day, and incurs no lodging charges, reasonable and necessary receipted expenses will be allowed for breakfast and dinner as determined by the Comptroller in accordance with law.

8.2 Mileage Allowance

Effective on the date of execution of this Agreement, the State agrees to provide, subject to rules and regulations of the Comptroller, a maximum personal vehicle mileage allowance rate for the use of personal vehicles for those persons eligible for such allowance in connection with official travel. The personal vehicle mileage rate for employees in this unit will be consistent with the maximum mileage allowance permitted by the Internal Revenue Service. Such

payments shall be made in accordance with the rules and regulations of the Comptroller. The State also agrees, subject to the rules and regulations of the Comptroller, to reimburse employees who choose to use a motorcycle for official travel at the maximum mileage rate for motorcycles provided by the Federal government to its employees.

8.3 Triborough Bridge Tolls

The State agrees, contingent upon continuation of Legislative approval of recommended funds, to continue payment for car tolls over the Triborough Bridge for employees employed at and not residing at facilities on Ward's Island, New York, operated by the New York State Department of Mental Hygiene for the reason that:

(a) heretofore, free ferry service was provided to the Island, which service has been discontinued, and,

(b) there is no way for such employees to reach their work by car except over a toll bridge. PEF agrees that the correction of the situation at this work location will not and cannot be used as a precedent to seek payment of fares or tolls at other work locations.

8.4 Extended Travel

The State agrees to provide $30 additional travel expense reimbursement for each weekend to employees who are in overnight travel status provided they are in such status at the direction of their agency and are at least 300 miles from their home and their official station.

8.5 Relocation Expenses

During the term of this Agreement, employees in this unit who qualify for reimbursement for travel and moving expenses upon transfer, reassignment or promotion (under Section 202 of the State Finance Law and the regulations thereunder), or for reimbursement for travel and moving expenses upon initial appointment to State service (under Section 204 of the State Finance Law and the regulations thereunder), shall be entitled to payment at the rates provided in the rules of the Director of the Budget (9 New York Code Rules and Regulations, Part 155).

8.6 Use of Personal Vehicles

When employees are authorized to use their personal vehicles to transport clients or residents in the care of the State, the State agrees to provide, subject to the rules and regulations of the Comptroller, a supplemental mileage allowance rate of seven cents ($.07) per mile for the use of such personal vehicle.

— ARTICLE 9 —
HEALTH INSURANCE

9.1 The State shall continue to provide all the forms and extent of coverage as defined by the contracts in force on April 1, ~~2019~~ **2023** with the State's health insurance carriers unless specifically modified by this Agreement.

9.2(a) The Benefits Management Program will continue. Precertification will be required for all inpatient confinements and prior to certain specified surgical or medical procedures, regardless of proposed inpatient or outpatient setting. **Effective January 1, 2020, maternity admissions are no longer subject to precertification.**

- To provide an opportunity for a review of surgical and diagnostic procedures for appropriateness of setting and effectiveness of treatment alternative, precertification will be required for all inpatient elective admissions.
- A call to the Benefits Management Program will be required within 48 hours of admission for all emergency or urgent admissions to permit early identification of potential "case management'' situations.
- Precertification will be required prior to an admission to a skilled nursing facility.
- The hospital deductible amount imposed for non-compliance with Program requirements will be $200. Also, this deductible will be fully waived in instances where the medical record indicates that the patient was unable to make the call. In instances of non-compliance, a retroactive review of the necessity of services received shall be performed. The hospital portion of the Empire Plan will only cover those inpatient days determined by the Benefits Management Program to be medically necessary and/or appropriate for the inpatient setting.
- The Prospective Procedure Review Program will screen for the medical necessity of certain specified surgical or diagnostic medical procedures which, based on Empire Plan experience, have been identified as potentially unnecessary or over utilized. The list of procedures will undergo annual evaluation by the Benefits Management Program vendor. As revised and approved by the Joint Committee on Health Benefits, the list will be published and distributed to enrollees prior to implementation.
- The Prospective Procedure Review requirement will include only Magnetic Resonance Imaging (MRI), Computerized Axial Tomography (CAT Scans), Positron Emission Tomography (PET scans), Magnetic Resonance Angiography (MRAs) and Nuclear Medicine.
- In order to assure the timely and accurate notification of PS&T Unit employees of these changes, the State and PEF, in conjunction with the vendor, will develop educational materials relating to the Benefits Management Program and oversee the distribution of said materials.
- Enrollees will be required to call the Benefits Management Program for precertification when a listed procedure subject to prospective review is recommended, regardless of setting. Enrollees will be requested to call two weeks before the date of the procedure.
- The Empire Plan's Prospective Procedure Review penalties will apply for failure to comply with the requirements of the Prospective Procedure Review Program regardless of whether the expense is an outpatient hospital or medical program expense.

(b) Charges for emergency room care within 72 hours of an accident or within 24 hours of the sudden onset of an illness (medical emergency) are subject to a ~~**$70**~~ **$100** copayment per visit. ~~**Effective January 1, 2022, the emergency room copayment will be $100.**~~ Charges for other outpatient services covered by the hospital contract, except for outpatient surgery, are subject to a ~~**$40**~~ **$50** copayment per outpatient visit regardless of the number and type of services rendered in the hospital outpatient setting. ~~**Effective January 1, 2022, the co-payment for other outpatient services covered by the hospital contract, except for outpatient surgery, will be $50.**~~ The copayment for hospital outpatient surgery is ~~**$60**~~ **$95**. ~~**Effective January 1, 2022, the co-payment for hospital outpatient surgery will be $95.**~~ Services provided in a hospital owned or operated extension clinic will be paid by the hospital carrier, subject to appropriate copayment. Enrollees have the right of appeal of copayments not charged in accordance with this provision. Appeals should be directed to the hospital carrier or to the Health Benefits Administrator. In addition, there will be participating provider copayment for covered services for the treatment of alcohol or substance abuse. The outpatient and emergency room hospital copayments will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting, for pre-admission testing/pre-surgical testing prior to an inpatient admission or for the following covered chronic care outpatient services: chemotherapy, radiation therapy, or hemodialysis.

Hospital outpatient physical therapy visits will be subject to the same copayment in effect for physical therapy visits under the Managed Physical Medicine Program.

(c) (1) Effective January 1, 2024, a Site of Care Redirection Program will be implemented for all infused drugs with the exception of drugs used to treat cancer and hemophilia. This Program will apply to Empire Plan-primary members only.

(2) The Site of Care Redirection Program for Infusions shall be administered pursuant to the Site of Care Redirection Program for Infusions Sideletter. The Joint Committee will meet regularly to discuss the rollout of the program and jointly oversee the implementation and administration of the program, including how access to care and medical concerns will be addressed.

(3) Upon implementation, the medical or prescription drug copayments associated with infusions under the Site of Care Redirection Program will be waived when the enrollee uses a non-hospital infusion site of care.

~~**(c)**~~ **(d)** Covered inpatient hospital services at a network hospital shall be a paid-in-full benefit. Covered inpatient hospital services at a non-network hospital shall be reimbursed at 90% of charges. Covered enrollee expenses for non-network inpatient hospital services will be included in the combined annual coinsurance maximum set forth in Article 9.3(b) of the Agreement.

Emergency room and other outpatient services covered by the hospital contract and rendered at a network hospital shall be paid-in-full except for the appropriate copayment. For emergency room services rendered at a non-network hospital and covered by the hospital contract, reimbursement shall be at the billed charges minus the emergency room copayment for outpatient services covered by the hospital contract and rendered at a non-network hospital, reimbursement shall be at the billed charges minus the enrollee share. The enrollee's share of the charge for covered outpatient services shall be the larger of (a) the $75 non-network hospital copayment, or (b) 10% of billed charges. Covered enrollee expenses for non-network outpatient hospital services will be included in the combined annual coinsurance maximum set forth in Article 9.3(b) of the Agreement. Once an enrollee, enrolled spouse or domestic partner, or all dependent children combined, have met the annual coinsurance maximum, all subsequent

eligible non-network outpatient services for that enrollee, enrolled spouse or domestic partner, or all dependent children combined, for the balance of the calendar year will be paid subject to network level copayments. Inpatient anesthesiology, pathology and radiology services received at a network hospital will become a paid-in-full (less any appropriate copayment) benefit.

~~**Effective January 1, 2022, a**~~ **A**dmission to a skilled nursing facility will be covered for up to 120 days of care. Each day in a skilled nursing facility counts as one-half benefit day of care.

~~**(d)**~~ **(e)** The Empire Plan "Centers of Excellence" Programs will continue. A travel allowance for transportation and lodging will be included as part of the Centers of Excellence Program. The travel allowance for mileage is consistent with the maximum mileage allowance permitted by the Internal Revenue Service; the meal and lodging allowance in each location is equal to the rate provided by the Federal government to its employees in such locations. The Joint Committee on Health Benefits will work with the State and Empire Plan carriers in the ongoing oversight of this benefit.

1. The Centers of Excellence for organ and tissue transplants will be required to provide pre-transplant evaluation, hospital and physician services (inpatient and outpatient), transplant procedures, follow-up care for transplant related services, as determined by the Centers, and any other services as identified during implementation as part of an all-inclusive global rate.

2. The Centers of Excellence for infertility shall offer enhanced benefits to ~~**include treatment of "couples" as long as both partners are covered either as an enrollee or dependent**~~ **covered enrollees and covered dependents** under the Empire Plan. The lifetime coverage limit is $50,000. Effective January 1, 2020, Empire Plan fertility benefits will cover enrollees for a minimum of three IVF cycles per lifetime **and will not be subject to the $50,000 Lifetime Maximum**. Covered services include: patient education and counseling, diagnostic testing, ovulation induction/hormonal therapy, surgery to enhance reproductive capability, artificial insemination and Assisted Reproductive Technology procedures. ~~**Effective January 1, 2020, s**~~ **S**tandard fertility preservation services are covered when a medical treatment, such as treatment for cancer (radiation therapy or chemotherapy), will directly or indirectly lead to infertility. ~~**Prior authorization may be required for certain procedures.**~~ **No prior authorization will be required.** Exclusions include: experimental **infertility** procedures, ~~**fertility drugs dispensed at a licensed pharmacy,**~~ **costs for and relating to surrogacy (however, maternity services are covered for you when acting as a surrogate),** ~~**medical and other charges for surrogacy,**~~ donor services/compensation **charged in facilitating a pregnancy** ~~**in connection with pregnancy**~~.

3. The Centers of Excellence for Cancer Resource Services (CRS) program will provide direct nurse consultations, information and assistance in locating appropriate care centers, connection with cancer experts at CRS Cancer Centers, and paid-in-full reimbursement for all services provided at a CRS Cancer Center. There is no lifetime maximum for travel and lodging expenses for the CRS program.

~~**(e)**~~ **(f)** The Empire Plan shall include medical/surgical coverage through use of participating providers who will accept the Plan's schedule of allowances as payment in full for covered services. Except as noted below, benefits will be paid directly to the provider at 100 percent of the Plan's schedule not subject to deductible, coinsurance, or annual/lifetime maximums.

1. Office visit charges by participating providers will be subject to a ~~**$20**~~ **$25** copayment by the enrollee, with the balance of covered scheduled allowances paid directly to the

provider by the Plan. ~~**Effective January 1, 2022, office visit charges by participating providers will be subject to a $25 copayment.**~~ All covered services provided at a participating urgent care center will be subject to a $30 copayment by the enrollee.

2. All covered surgical procedures performed by participating providers during a visit will be subject to a ~~**$20**~~ **$25** copayment by the enrollee. ~~**Effective January 1, 2022, covered surgical procedures performed by participating providers will be subject to a $25 copayment.**~~
3. All covered radiology services performed by participating providers during a visit will be subject to a ~~**$20**~~ **$25** copayment by the enrollee. ~~**Effective January 1, 2022, covered radiology services performed by participating providers will be subject to a $25 copayment.**~~
4. All covered diagnostic/laboratory services performed by participating providers during a visit will be subject to a ~~**$20**~~ **$25** copayment by the enrollee. ~~Effective January 1, 2022, covered diagnostic/laboratory services performed by participating providers will be subject to a $25 copayment.~~
5. All covered services provided at a participating ambulatory surgery center are subject to a ~~**$30**~~ **$50** copayment by the enrollee. All anesthesiology, radiology and laboratory tests performed on-site on the day of the surgery shall be included in this single copayment. ~~**Effective January 1, 2022, all covered services performed at a participating ambulatory surgery center will be subject to a $50 copayment.**~~
6. The office visit, surgery, radiology and diagnostic/laboratory copayment amounts may be applied against the basic medical co-insurance out-of-pocket maximum, however, they will not be considered covered expenses for basic medical.
7. The Empire Plan medical carrier will implement a Guaranteed Access Program for primary care physicians and core provider specialties. Under the Guaranteed Access Program, if there are no participating providers available within the access standards, enrollees will receive paid-in-full benefits (less any appropriate copay).
8. **Network Out-of-Pocket Limit. The amount paid for network services/supplies is capped at the out-of-pocket limit. Network expenses include copayments made to providers, facilities and pharmacies. Once the out-of-pocket limit is reached, network benefits are paid in full. Effective January 1, 2024, the maximum out-of-pocket limit for covered, in-network services under the Empire Plan will be $4,000 for individual coverage and $8,000 for family coverage, split between the hospital, medical/surgical, mental health and substance use and prescription drug programs. Effective January 1, 2025, and annually thereafter, the Network Out-of-Pocket Limit will increase by the percentage of the salary increase from the prior calendar year.**

~~**(f)**~~**(g)** The Empire Plan shall also include basic medical coverage to provide benefits when non-participating providers are used. These benefits will be paid directly to enrollees according to reasonable and customary charges and will be subject to deductible, co-insurance, and calendar year and lifetime maximums. **Effective January 1, 2024, when non-participating providers are used, benefits will be paid at the rate of 275 percent of the Medicare Physician Fee Schedule in effect on the date of service. Benefits will continue to be subject to deductible, coinsurance, and calendar year and lifetime maximums.**

(h) The reasonable and customary allowance for pharmaceutical products charged to the basic medical component of the Plan will be the lesser of the actual charge for the covered

pharmaceutical product or the average price charged by wholesale distributors/pharmaceutical manufacturers to doctors, pharmacies and infusion companies.

1. Covered charges for medically appropriate local commercial ambulance transportation will be a covered basic medical expense subject only to the ~~$35~~ **$70** copayment. ~~**Effective January 1, 2022, the copayment for local commercial ambulance transportation will be $70.**~~ Volunteer ambulance transportation will continue to be reimbursed for donations at the current rate of $50 for under 50 miles and $75 for 50 miles or over. These amounts are not subject to deductible or coinsurance.
2. Charges for Private Duty Nursing services provided as part of an inpatient stay in a hospital will continue to be covered by the hospital carrier when billed by the hospital. However, these charges will not be reimbursable under the basic medical component of the Empire Plan.

~~**(g) Periodic evaluation and adjustment of basic medical Reasonable and Customary charges will be performed according to guidelines established by the basic medical plan carrier.**~~

~~**(h) For employees in a title Salary Grade 9 or below (or an employee equated to a position title Salary Grade 9 or below), the State agrees to pay 88 percent of the cost of individual coverage and 73 percent of the cost of dependent coverage. For employees in a title Salary Grade 10 and above (or an employee equated to a position title Salary Grade 10 and above) the State agrees to pay 84 percent of the cost of individual coverage and 69 percent of the cost of dependent coverage.**~~

(i) For employees in a title Salary Grade 9 or below (or an employee equated to a position title Salary Grade 9 or below), the State agrees to pay:

- **88 percent of the cost of individual coverage and 73 percent of the cost of dependent coverage.**
- **88 percent of the cost of individual coverage and 73 percent of the cost of dependent coverage toward the hospital/medical/mental health and substance abuse component of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan and 88 percent of the cost of individual prescription drug coverage and 73 percent of dependent prescription drug coverage under each participating HMO.**

~~**For employees in a title Salary Grade 9 or below (or an employee equated to a position title Salary Grade 9 or below), the State agrees to pay 88 percent of the cost of individual coverage and 73 percent of the cost of dependent coverage toward the hospital/medical/mental health and substance abuse component of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan and the State agrees to pay 88 percent of the cost of individual prescription drug coverage and 73 percent of dependent prescription drug coverage under each participating HMO. For employees in a title Salary Grade 10 and above (or an employee equated to a position title Salary Grade 10 and above) the State agrees to pay 84 percent of the cost of individual coverage and 69 percent of the cost of dependent coverage toward the hospital/medical/mental health and substance abuse component of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan and the State agrees to pay 84 percent of the cost of individual prescription drug coverage and 69 percent of dependent prescription drug coverage under each participating HMO.**~~

(j) **For employees in a title Salary Grade 10 and above (or an employee equated to a position title Salary Grade 10 and above) the State agrees to pay:**

- **84 percent of the cost of individual coverage and 69 percent of the cost of dependent coverage.**
- **84 percent of the cost of individual coverage and 69 percent of the cost of dependent coverage toward the hospital/medical/mental health and substance abuse component of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan and 84 percent of the cost of individual prescription drug coverage and 69 percent of dependent prescription drug coverage under each participating HMO.**

(k) Health Insurance Enrollment Opt-out

NYSHIP enrollees who can demonstrate and attest to having other coverage, provided by an employer other than New York State, may ~~**annually**~~ elect to opt-out of NYSHIP's Empire Plan or Health Maintenance Organizations. Employees who choose to opt-out of a NYSHIP health insurance plan will receive an annual payment of $1,000 for not electing individual coverage or $3,000 for not electing family coverage. The Opt-out program will allow for re-entry to NYSHIP upon a change in status qualifying event as provided in regulations under Internal Revenue Code §125 and during the annual option transfer period. The enrollee must be enrolled in NYSHIP prior to April 1st of the previous plan year in order to be eligible to opt-out, unless newly eligible to enroll. The Opt-out payment will be prorated over the twenty-six (26) payroll cycles and appear as a credit to the employee's wages for each biweekly payroll period the eligible individual is qualified.

9.3 PEF Empire Plan Enhancements

In addition to the basic Empire Plan benefits, the Empire Plan for PS&T Unit enrollees shall include:

(a) The annual basic medical component deductible shall equal ~~**$1,000**~~ **$1,250** per enrollee, ~~**$1,000**~~ **$1,250** per covered spouse/domestic partner and ~~**$1,000**~~ **$1,250** for one or all dependent children. ~~**Effective January 1, 2022, the annual basic medical component deductible shall equal $1,250 per enrollee, $1,250 per covered spouse/domestic partner and $1,250 for one or all dependent children.**~~ The annual basic medical component deductible for employees in a title Salary Grade 6 or below (or an employee equated to a position title Salary Grade 6 or below), shall equal ~~**$500**~~ **$625** per enrollee, ~~**$500**~~ **$625** per covered spouse/domestic partner and ~~**$500**~~ **$625** for one or all dependent children. ~~**Effective January 1, 2022, the basic medical component deductible for employees in a title Salary Grade 6 or below or an employee equated to a position title Salary Grade 6 or below, shall equal $625 per enrollee, $625 per covered spouse/domestic partner and $625 for one or all dependent children.**~~ Covered expenses for basic medical services, mental health and/or substance abuse treatments and home care advocacy services will be included in determining the basic medical component deductible. As set forth in Section 9.14 of this Agreement, a separate deductible for managed physical medicine services will continue.

(b) The annual maximum enrollee coinsurance out-of-pocket expense under the basic medical component shall equal ~~**$3,000**~~ **$3,750** for the enrollee, ~~**$3,000**~~ **$3,750** for the covered spouse/domestic partner and ~~**$3,000**~~ **$3,750** for one or all dependent children. ~~**Effective January 1, 2022, the annual maximum enrollee coinsurance out-of-pocket expense under the basic medical component shall equal $3,750 for the enrollee, $3,750 for the covered spouse/domestic partner and $3,750 for one or all dependent children.**~~ For employees in a

title Salary Grade 6 or below (or an employee equated to a position title Salary Grade 6 or below), the annual maximum coinsurance out-of-pocket expense shall equal ~~$1,500~~ **$1,875** for the enrollee, ~~$1,500~~ **$1,875** for the covered spouse/domestic partner and ~~$1,500~~ **$1,875** for one or all dependent children. ~~**Effective January 1, 2022, the annual maximum coinsurance out-of-pocket expense under the basic medical component for employees in a title Salary Grade 6 or below or an employee equated to a position title Salary Grade 6 or below will be $1,875 for the enrollee, $1,875 for the covered spouse/domestic partner and $1,875 for one or all dependent children.**~~ The coinsurance maximums will include out-of-pocket expenses for covered hospital, medical, mental health and substance abuse services. The coinsurance maximums will not include out-of-pocket expenses for covered home care advocacy program services as set forth in Section 9.3(p) of this Agreement nor covered managed physical medicine services as set forth in Section 9.14 of this agreement.

(c) Employees 50 years of age or older and their covered spouses/domestic partners 50 years of age or older will be eligible for reimbursement of up to 100% of the ~~**reasonable and customary**~~ **allowed** charge**s** once per year toward the cost of a routine physical examination **by a non-participating provider**. These benefits shall not be subject to deductible or co-insurance.

(d) Routine newborn ~~**child**~~ **care** services covered under the basic medical component shall not be subject to deductible or co-insurance.

(e) The annual and lifetime maximum for each covered member under the basic medical component shall be unlimited.

(f) Services for examinations and/or purchase of hearing aids shall be a covered basic medical benefit and shall be reimbursed up to a maximum of $1,500 per hearing aid, per ear, once every four years, not subject to deductible or coinsurance. For children 12 years old and under the same benefits can be available after 24 months, when it is demonstrated that a covered child's hearing has changed significantly and the existing hearing aid(s) can no longer compensate for the child's hearing impairment.

(g) Office visit charges by participating providers for well child care will be excluded from the office visit copay.

(h) Charges by participating providers for professional services for allergy immunization or allergy serum will be excluded from the office visit copayment.

(i) Chronic care services for chemotherapy, radiation therapy, or hemodialysis, will be excluded from the office visit copayment.

(j) In the event that there is both an office visit charge and an office surgery charge by a participating provider in any single visit, the covered individual will be subject to a single copayment.

(k) Effective January 1, 2024, all covered services provided under the medical/surgical program (office visit, office surgery, radiology or diagnostic/laboratory service) by a participating provider in a single visit will be subject to a single $25 copayment per covered individual.

~~**(k)**~~ **(l)** Outpatient radiology services and diagnostic/laboratory services rendered during a single visit by the same participating provider will be subject to a single copayment.

~~**(l)**~~ **(m)** Routine pediatric care, including the cost of all oral and injectable substances for routine preventive pediatric immunizations, shall be a covered benefit under the Empire Plan participating provider component and the basic medical component.

~~**(m)**~~ **(n)** Influenza **and COVID-19** vaccine**s are** ~~**is**~~ included in the list of pediatric immunizations, subject to appropriate protocols, under the participating provider and basic medical components of the Empire Plan. **Preventive care services as established by the 2010**

Federal Patient Protection and Affordable Care Act are covered in full when an individual utilizes a Participating Provider.

~~(n)~~ **(o)** Mastectomy bras prescribed by a physician, including replacements when it is functionally necessary to do so, shall be a covered benefit under the Empire Plan. **Effective January 1, 2024, mastectomy brassieres shall be a covered-in-full benefit, not subject to deductible or coinsurance.**

~~(o)~~ **(p)** The Pre-Tax Contribution Program will continue unless modified or exempted by the Federal Tax Code.

~~(p)~~ **(q)** The Home Care Advocacy Program (HCAP) will continue to provide services in the home for medically necessary private duty nursing, home infusion therapy and durable medical equipment under the participating provider component of the Empire Plan.

Individuals who fail to have medically necessary designated HCAP services and supplies pre-certified by calling HCAP and/or individuals who use a non-network provider will receive reimbursement at 50 percent of the HCAP allowance for all services, equipment and supplies upon satisfying the basic medical annual deductible. In addition, the basic medical out-of-pocket maximum will not apply to HCAP designated services, equipment and supplies. All other HCAP non-network benefit provisions will remain.

The HCAP program will provide coverage for one pair of diabetic shoes per year. Coverage will be provided as follows: individuals who use a network provider will receive a paid in full benefit up to a maximum of $500 per year; individuals who use a non-network provider will receive reimbursement under the Basic Medical component of the Empire Plan, subject to deductible with the remainder paid at 75 percent of the HCAP network allowance up to a maximum of $500 per year.

~~(q)~~ **(r)** The Empire Plan medical carrier will continue to have a network of prosthetic and orthotic providers. Prostheses or orthotics obtained through an approved prosthetic/orthotic network provider will be paid under the participating provider component of the Empire Plan, not subject to copayment. For prostheses or orthotics obtained other than through an approved prosthetic/orthotic network provider, reimbursement will be made under the basic medical component of the Empire Plan, subject to deductible and co-insurance.

~~(r)~~ **(s)** All professional component charges associated with ancillary services billed by the outpatient department of a hospital for emergency care for an accident or for sudden onset of an illness (medical emergency) will be a covered expense. Payment shall be made under the participating provider or the basic medical component of the Empire Plan, not subject to deductible or co-insurance, when such services are not otherwise included in the hospital facility charge covered by the hospital carrier.

~~(s)~~ **(t)** External mastectomy prostheses are a covered-in-full benefit, not subject to deductible or coinsurance. Coverage will be provided by the medical carrier as follows: Benefits are available for one single/double mastectomy prosthesis in a calendar year. Pre-certification through the Home Care Advocacy Program is required for any single external prosthesis costing $1,000 or more. If a less expensive prosthesis can meet the individual's functional needs, benefits will be available for the most cost-effective alternative.

~~(t)~~ **(u)** The medical component of the Empire Plan shall include a voluntary 24 hour day/7 day week nurse-line feature to provide both clinical and benefit information through a toll-free phone number. The Joint Committee on Health Benefits will work with the State and Empire Plan carriers in the ongoing oversight of this benefit.

~~(u)~~ **(v)** The Empire Plan medical component shall include voluntary Disease Management Programs. Disease Management covers those illnesses identified to be chronic,

high cost, impact quality of life, and rely considerably on the patient's compliance with treatment protocols. The current Disease Management Programs for Cardiovascular Disease Risk Reduction, Asthma, Congestive Heart Failure, Sleep Apnea, Depression, Chronic Obstructive Pulmonary Disease, Chronic Kidney Disease, Eating Disorders, Attention Deficit Hyperactivity Disorder and Diabetes will continue. The Disease Management Programs will provide benefits for nutritional services where clinically appropriate. The Joint Committee on Health Benefits will work with the State and Empire Plan carriers in the ongoing oversight of this benefit.

~~(v)~~ **(w)** The cost of certain injectable adult immunizations shall be a covered expense, subject to copayment(s), if any, under the participating provider portion of the Empire Plan. As established by the 2010 Federal Patient Protection and Affordable Care Act, no copayment shall be required for the following immunizations: Influenza, Pneumococcal, Measles, Mumps, Rubella, Varicella, Tetanus, Diphtheria, Pertussis (Td/Tdap), Hepatitis A, Hepatitis B, Human Papilloma Virus (HPV), Herpes Zoster (shingles) ~~and~~ Meningococcal (meningitis) **and COVID-19**. Adult vaccines shall be administered consistent with guidance provided by the Centers for Disease Control and Prevention Advisory Committee on Immunization Practices or other federal entity.

~~(w)~~ **(x)** The Empire Plan Basic Medical component will include a Basic Medical Provider Discount Program. This benefit is provided as a pilot program which will expire on December 31, ~~2012~~ **2023** unless extended by agreement of both parties.

~~(x)~~ **(y)** The basic medical program will provide paid in full benefits for prosthetic wigs subject to a lifetime maximum benefit of $1,500.

~~(y)~~ **(z)** The Empire Plan medical carrier shall contract with Diabetes Education Centers accredited by the American Diabetes Education Recognition Program.

~~(z)~~ **(aa)** Covered preventive care services are paid in full (i.e., not subject to copayment) when received from a participating provider.

~~(aa)~~ **(ab)** Licensed and certified nurse practitioners and convenience care clinics (also commonly referred to as "minute clinics" or "retail clinics") will be available as participating providers in the Empire Plan subject to the applicable participating provider copayment(s).

(ac) Effective February 1, 2023, the hospital extension clinic facility fee will be waived.

9.4 The Voluntary Catastrophic Medical Case Management component of the Empire Plan's Benefits Management Program will continue. This voluntary program will review cases of catastrophic illness or injury, provide patients an opportunity for flexibility in Plan benefits, maximize rate of recovery, and maintain quality of care.

9.5 There shall be a waiting period of fifty-six (56) days after employment before a new employee shall be eligible for enrollment under the State's Health Insurance Program, Dental Program and Vision Care Program.

9.6 (a) The State Health Insurance Plan's regulations shall continue to stipulate that the term "employee" means any person in the service of the State as employer whose regular work schedule is at least half-time per biweekly payroll period.

(b) Employees eligible to enroll in the State Health Insurance Program may select individual or individual and dependent (family) coverage. Those eligible and enrolling for family coverage must provide the names of all eligible dependents to the Plan administrator in order for family coverage to become effective. Employees enrolling without eligible dependents, or those who choose not to enroll their eligible dependents, will be provided individual coverage.

(c) When more than one family member is eligible to enroll for coverage under the State's Health Insurance Program, there shall be no more than one individual and dependent enrollment permitted in any family unit.

9.7 (a) Seasonal employees who are anticipated to be or who are continuously employed on at least a half-time basis for six months, shall be eligible for health insurance coverage subject to the provisions of this Agreement.

(b) Where the State establishes a seasonal position for six months or more, the appointee to that position shall not have his/her service intentionally broken solely for the purpose of rendering that employee ineligible for health insurance coverage.

(c) Should a seasonal employee, who attained health insurance coverage eligibility, leave the payroll and then be subsequently rehired, the employee shall retain eligibility for health insurance coverage upon rehire, provided the employee was not off the payroll more than three months. The employee may continue ~~**his/her**~~ **their** health insurance on a full pay basis for the period of time ~~**he/she is**~~ **they are** off the payroll.

9.8 Eligible employees in the State Health Insurance Plan may elect to participate in a federally qualified or State certified Health Maintenance Organization which has been approved to participate in the State Health Insurance Program by the Joint Committee on Health Benefits.

If more than one HMO services the same area, the Joint Committee on Health Benefits reserves the right to approve a contract with only one such organization.

9.9 (a) Enrollees may change their health insurance option each year throughout the month of November, unless another period is mutually agreed upon by the State and the Joint Committee on Health Benefits. Changes between options will be permitted without regard to the enrollee's age or the number of previous transfers. If rate renewals are not available by the time of the option transfer period, then the option transfer period shall be extended to assure ample time for enrollees to transfer.

(b) The State shall provide health insurance comparison information to employees, through State agencies, prior to the beginning of an option transfer period. If the comparison information is delayed for any reason, the transfer period shall be extended for a minimum of 30 calendar days beyond the date the information is distributed to the agencies. Employees transferring plans during a scheduled period but prior to the provision of the comparison data, may elect to further alter or rescind ~~his/her~~ **their** health plan transfer during the remainder of the option transfer period.

9.10 (a) Continued health insurance coverage will be provided for the unremarried spouse or domestic partner who has not acquired another domestic partner and other eligible dependents of employees who die in State service under circumstances for which they are eligible for the accidental death benefit or for weekly cash workers' compensation benefits under the conditions prescribed in Section 165 of the Civil Service Law.

(b) If an employee is granted a service-connected disability retirement by a retirement or pension plan or system administered and operated by the State of New York, the State will continue the health insurance of that employee on the same basis as any other retiring employee, regardless of the duration of the employee's service with the State.

(c) Pursuant to the 2010 Federal Patient Protection and Affordable Care Act, dependents up to age 26 shall be eligible for health insurance, including prescription drug benefits. **Effective as soon as practicable, dependents up to age 26 shall also be eligible for vision and dental benefits.**

~~**(d) Covered dependent students shall be provided with dental and vision benefits, including a three-month extended benefit period upon completion of each semester of**~~

~~**study. The benefit extension will begin on the first day of the month following the month in which dependent student coverage would otherwise end and will last for three months or until such time as eligibility would otherwise be lost under existing plan rules.**~~

~~**(c)**~~ **) (d)** Covered dependents of employees who are activated for military duty as a result of an action declared by the President of the United States or Congress shall continue health insurance coverage with no employee contribution for a period not to exceed 12 months from the date of activation, less any period the employee remains in full pay status. Contribution-free health insurance coverage will end at such time as the employee's active duty is terminated or the employee returns to State employment, whichever occurs first.

9.11 A permanent full-time employee, who loses employment as a result of the abolition of a position on or after April 1, 1977, shall continue to be covered under the State Health Insurance Plan at the same contribution rate as an active employee for one year following such layoff or until re-employment by the State or employment by another employer, whichever first occurs.

9.12 (a) The unremarried spouse or domestic partner who has not acquired another domestic partner and otherwise eligible dependent children of an employee, who retires after April 1, 1979 with 10 or more years of active State service and subsequently dies, shall be permitted to continue coverage in the Health Insurance Program with payment at the same contribution rates as required of active employees for the same coverage.

(b) The unremarried spouse or domestic partner who has not acquired another domestic partner and otherwise eligible dependent children of an active employee, who dies after April 1, 1979 and who, at the date of death, was vested in the Employees' Retirement System, had 10 or more years of benefits eligible service, who was at least 45 years of age and was within 10 years of the minimum retirement age shall be permitted to continue coverage in the Health Insurance Program with payment at the same contribution rates as required of active employees for the same coverage.

9.13 (a) Employees on the payroll and covered by the State Health Insurance Program have the right to retain health insurance coverage after retirement, upon the completion of ten years of benefits-eligible service.

(b) Prior to the expiration of this contract, PEF and the State, through the Joint Committee process, shall develop a proposal to modify the manner in which employer contributions to retiree premiums are calculated in order to recognize and underscore the value of the services rendered to the State by its long-term employees.

(c) An employee who is eligible to continue health insurance coverage upon retirement and who is entitled to a sick leave credit to be used to defray any employee contribution toward the cost of the premium, may elect an alternative method of applying the basic monthly value of the sick leave credit. The basic monthly value of the sick leave credit shall be calculated according to the procedures in use on April 1, 2011, based on the New York State Employees' Retirement System life expectancy actuarial tables in effect on December 1, 2011.

Employees selecting the basic sick leave credit may elect to apply up to 100 percent of the calculated basic monthly value of the credit toward defraying the required contribution to the monthly premium during their own lifetime. If employees who elect that method predecease their eligible covered dependents, the dependents may, if eligible, continue to be covered, but must pay the applicable dependent survivor share of the premium.

Employees selecting the alternative method may elect to apply only up to 70 percent of the calculated basic monthly value of the credit toward the monthly premium during their own lifetime. Upon the death of the employee, however, any eligible surviving dependents may also

apply up to 70 percent of the basic monthly value of the sick leave credit toward the dependent survivor share of the monthly premium for the duration of the dependents' eligibility. The State has the right to make prospective changes to the percentage of credit to be available under this alternative method for future retirees as required to maintain the cost neutrality of this feature of the Plan.

The selection of the method of sick leave credit application must be made at the time of retirement, and is irrevocable. In the absence of a selection by the employee, the basic method shall be applied.

(d) An employee retiring from State service may delay commencement or suspend ~~his/her~~ **their** retiree health coverage and the use of the employee's sick leave conversion credits indefinitely, provided that the employee applies for the delay or suspension, and furnishes proof of continued coverage under the health care plan of the employee's spouse or domestic partner, or from post retirement employment.

(e) Eligible enrollees who opt-out of NYSHIP coverage pursuant to section 9.2(~~j~~**k**) of this Article shall be deemed to be "enrolled" in NYSHIP for the sole purpose of eligibility for retiree health insurance coverage.

9.14 The Empire Plan's medical care component will continue to offer a comprehensive managed care network benefit for the provision of medically necessary physical medicine services, including physical therapy and chiropractic treatments. Authorized network care will be available, subject only to the Plan's participating provider office visit copayment(s). Unauthorized medically necessary care, at enrollee choice, will also be available, subject to a $250 annual deductible and a maximum payment of 50 percent of the network allowance for the service(s) provided. Deductible/co-insurance payments will not be applicable to the Plan's annual basic medical deductible/co-insurance maximums.

9.15 Acupuncture and Massage Therapy Services

(a) Acupuncture Services

Medically necessary acupuncture services are covered under the Empire Plan. The Empire Plan has an acupuncture network and the Empire Plan's Medical/Surgical Program administrator will continue to recruit and contract with additional providers to expand the network.

Acupuncture services received from a network provider are covered based on medical necessity. Effective January 1, 2024, when acupuncture services are received from a non-network provider, acupuncture service will be limited to 20 visits per calendar year.

(b) Massage Therapy

Effective January 1, 2024, therapeutic massage service including effleurage, petrissage, and/or tapotement (stroking, compression, percussion) will be subject to an annual visit limit of 20 visits per enrollee per calendar year. Other manual therapies provided in conjunction with other physical medicine services are covered based on medical necessity (not subject to calendar year maximum).

~~9.15~~ **9.16** Domestic Partners who meet the definition of a partner and can provide acceptable proofs of financial interdependence as outlined in the Affidavit of Domestic Partnership and Affidavit of Financial Interdependence shall continue to be eligible for health care coverage.

~~9.16~~ **9.17** Joint Committee on Health Benefits

(a) The State and PEF agree to continue the Joint Committee on Health Benefits.

(b) The Joint Committee on Health Benefits shall meet within 14 days after a request to meet has been made by either side.

(c) The Joint Committee shall work with appropriate State agencies to review and oversee the various health plans available to employees represented by PEF.

(d) The Joint Committee on Health Benefits shall work with appropriate State agencies to monitor future employer and employee health plan cost adjustments.

(e) The Joint Committee shall be provided with each carrier rate renewal request upon submission and be briefed in detail periodically on the status of the development of each rate renewal.

(f) The State shall require that the insurance carriers for the State Health Insurance Plan submit claims and experience data reports directly to the Joint Committee on Health Benefits in the format and with such frequency as the Committee shall determine.

(g) The State shall provide to the PEF designees to the Joint Committee, a quarterly summary of hospital carrier paid claims (number of charges, amount of covered expenses and amount of benefits) by type of service for PS&T Unit enrollees and New York State Actives; New York State Empire Plan Medical Carrier and Prescription Drug Program paid claims (number of charges, amount of covered expenses and amount of benefits) by type of service for PS&T Unit enrollees and New York State Actives; number of enrollees, spouses or domestic partners, and dependents for PS&T Unit enrollees and New York State Actives.

(h) The Joint Committee on Health Benefits shall work with appropriate State agencies in an ongoing review of the Medical Flexible Spending Account. ~~Effective January 1, 2019, t~~**T**he Medical Flexible Spending Account shall provide a direct debit card to all enrollees as permitted pursuant to Internal Revenue Code Section 125 and related regulations.

(i) The Joint Committee on Health Benefits shall work with appropriate State agencies to review the impact of coverage for adult immunizations in the Empire Plan, and to consider additions to the list of immunizations.

(j) The Joint Committee on Health Benefits shall work with appropriate State agencies to make mutually agreed upon changes in the Plan benefit structure through such initiatives and activities as:

1. The annual HMO Review Process;
2. The ongoing review of the Managed Mental Health and Substance Abuse Care Program;
3. Ongoing review of the Benefits Management Program and an annual review of the list of procedures requiring Prospective Procedure Review;
4. Ongoing review of the Managed Physical Medicine Program;
5. The Joint Committee on Health Benefits will work with the State and Empire Plan hospital and medical carriers on the ongoing review of the Empire Plan hospital network and the network of participating providers. **The JCHB will review the role of network health care providers and facilities to ensure access needs are met. This shall include exploring possible expansion of the existing Guaranteed Access Program to cover additional primary care and**

specialty care providers. There will be no change in the current Guaranteed Access Program unless jointly agreed to by PEF and the State.

~~**6. The development and implementation of a program that will allow enrollees to obtain Laser Vision Correction services at discounted enrollee-pay-all fees through a network of providers.**~~

~~**7.**~~ **6.** Ongoing review of Prospective Procedure Review (PPR) requirements and role/responsibility of medical providers in PPR process; The JCHB and the State will evaluate the current pre-notification of radiology services and review the viability and cost effectiveness of implementing a pre-authorization program for such services and for non-urgent/non-emergent cardiologic procedures and testing.

~~**8.**~~**7.** Ongoing review of the Infertility Centers of Excellence ~~**p**~~ **P**rogram;

~~**9.**~~ **8.** Review of the program to provide an annual vision care benefit for enrollees who demonstrate a vision loss resulting from a medical condition;

~~**10.**~~ **9.** In cooperation with the New York State Health Insurance Program (NYSHIP) management, attempt to develop a "report card" which will include objective quality data to assist employees in selecting the health benefit plan that best meets the needs of the employees and their dependents.

~~**11.**~~**10.** The Joint Committee on Health Benefits will review the impact of Domestic Partner coverage under the New York State Health Insurance Program (NYSHIP), including the appropriateness of the existing waiting periods.

~~**12.**~~**11.** The Joint Committee on Health Benefits will review the utilization of durable medical equipment provided by the Home Care Advocacy Program.

~~**13.**~~**12.** The Joint Committee on Health Benefits will work with the State and medical carrier to develop an enhanced network of urgent care facilities.

~~**14.**~~**13.** The Joint Committee on Health Benefits will work with the State and Empire Plan carriers in the on-going oversight of the Centers of Excellence and Disease Management Programs.

~~**15.**~~**14.** The Joint Committee on Health Benefits will explore the possibility of a copayment waiver program for office visits and prescription drugs when related to chronic conditions.

~~**16.**~~**15.** The Joint Committee on Health Benefits will work with the State to establish a Health Risk Assessment Program and implement a voluntary, incentivized program as well as to develop educational endeavors to influence healthy lifestyles. **As soon as practicable, the JCHB will work with the State to review the current voluntary, incentivized programs available through the medical program administrator and the hospital program administrator.**

~~**17. The Joint Committee on Health Benefits will meet and confer with the State regarding evaluation of a transition of dental coverage to the GHI Preferred Plus Program.**~~

~~**18.**~~**16.** The Joint Committee on Health Benefits will work with the State and Empire Plan medical carrier to implement, oversee and monitor reasonable access to primary care physicians and core provider specialists under the Participating Provider Guaranteed Access Program. Once implemented, there will be no change to the access standards unless jointly agreed to by PEF and the State.

~~**19.**~~**17.** The Joint Committee on Health Benefits will work with the State to implement and oversee a bariatric surgery management program. Nutritional counseling will be available when clinically appropriate.

~~20.~~18. The Joint Committee on Health Benefits will work with the State to implement and oversee a Healthy Back Disease Management Program.

~~21.~~19. The Joint Committee on Health Benefits will work with the State to develop a voluntary Value Based Insurance Design pilot program with the goal of improving health outcomes while lowering overall costs through copayment waivers or reductions.

~~22.~~20. The Joint Committee on Health Benefits will work with the State to develop a voluntary Telemedicine Pilot Program. The purpose of the Telemedicine Pilot Program will be to increase access to health care services through use of telecommunication to provide health care services. **Effective January 1, 2023, the Telemedicine Program for medical and mental health visits will be a permanent offering to Empire Plan members at no cost-share.**

(k) The PEF Joint Committee on Health Benefits will work with the State to conduct an extensive analysis of the current New York State Health Insurance Program (NYSHIP) prescription drug benefit designs (Empire Plan and HMOs) and associated costs.

(l) If an Alternative Prescription Drug Program is offered for Empire Plan enrollees, the appropriate steps will be taken to offer such program to PEF represented employees, if found advantageous and feasible, for members on a voluntary basis.

(m) The State shall seek appropriations of funds by the Legislature in the **following** amount**s ~~ of $563,081 for fiscal year 2019-2020, $574,343 for fiscal year 2020-2021, $585,830 for fiscal year 2021-2022, and $597,547 for fiscal year 2022-2023~~** to support Committee initiatives and to carry out the administrative responsibilities of the Joint Committee during the term of this Agreement**~~.~~:**

- **$615,473 for fiscal year 2023-2024**
- **$633,938 for fiscal year 2024-2025**
- **$652,956 for fiscal year 2025-2026, and thereafter**

21. The JCHB and the State will explore the implementation and oversight of a voluntary Telemedicine program for sleep disorders.

22. The JCHB and the State will discuss the promotion and utilization of the Medical Program administrator's national network of laboratories.

23. The JCHB and the State will explore the implementation and oversight of a voluntary Center of Excellence for spine and orthopedic surgeries.

~~9.17~~ 9.18 The program for managed care of mental health services and alcohol and other substance **~~abuse~~ use** treatment shall continue. The Joint Committee on Health Benefits will work with the State on the ongoing review of this program.

The Empire Plan shall continue to provide comprehensive coverage for medically necessary mental health and substance **~~abuse~~ use** treatment services through a managed care network of preferred mental health and substance **~~abuse~~ use** care providers. The providers will be included in all lists of Empire Plan providers, including on-line directories. In addition to the in-network care, **~~limited~~** non-network care will be available. Benefits shall be as follows:

IN-NETWORK BENEFIT
Mental Health Coverage

- Paid-in-full medically necessary hospitalization services and inpatient physician charges when provided by or arranged through the network;

- Outpatient care provided by or arranged through the network will be covered subject to a **~~$20~~ $25** per visit copay. **~~Effective January 1, 2022, the outpatient visit copayment will be $25.~~**
- Up to three visits for crisis intervention provided by, or arranged through, the network will be covered without copay.

Alcohol and Other Substance **~~Abuse~~ Use** Coverage

- Paid-in-full medically necessary care for hospitalization or alcohol/substance **~~abuse~~ use** facilities when provided by or arranged through the network;
- Outpatient care provided by or arranged through the network will be subject to the participating provider office visit copay.

NON-NETWORK BENEFIT

Medically necessary care rendered outside of the network will be subject to the following provisions:

- Non-network coverage for mental health and substance **~~abuse~~ use** treatment is subject to the same deductibles and coinsurance maximums as the non-network Hospital and Basic Medical coverages.

Covered expenses for non-network mental health and substance **~~abuse~~ use** treatment will be included in the combined deductible and combined coinsurance maximum as set forth in section 9.3(a) and (b) of this Article.

*** Effective January 1, 2024 when non-participating providers are used, benefits will be paid at the rate of 275 percent of the Medicare Physician Fee Schedule in effect on the date of service. Benefits will continue to be subject to deductible, coinsurance, and calendar year maximums.**

(b) As soon as possible following ratification, a Center of Excellence (COE) for Substance Use Treatment will be available to enrollees on a voluntary basis. Services will include:

• Paid-in-full benefits.
• Detoxification and residential rehabilitation services.
• Partial hospitalization and/or intensive outpatient services.
• Care coordination for transition back to home community.
• Travel, lodging, and meal allowances for individuals and up to two companions, including travel to and from in-patient programs, travel from one level of treatment to another level of treatment, and during participation in in-person partial hospitalization or intensive outpatient programs as specified by the COE.
• Travel expenses for family members to attend family support programs as specified by the COE.

~~9.18~~ 9.19 Appropriate descriptive material relating to any changes in benefits as a result of this Agreement shall be distributed to each State agency for internal distribution to enrollees prior to the effective date of the change in benefit. The State shall also take all steps necessary to provide revised health insurance booklets to every enrollee as soon as practically possible.

~~9.19~~ **9.20** The State shall provide toll-free telephone service at the Department of Civil Service Health Insurance Section for information and assistance to employees and dependents on health insurance matters.

~~9.20~~ **9.21** (a) A permanent full-time employee who is removed from the payroll due to an accepted work related injury or occupational condition shall remain covered under the State Health Insurance Plan and shall be treated as described in Section 13.3(h) of this Agreement.

(b) A permanent full-time employee who is removed from the payroll due to a controverted work related injury or occupational condition will have the right to apply for a health insurance premium waiver. The appropriate agency will be responsible to inform the employee of ~~his/her~~ **their** right to apply for the waiver prior to the employee meeting the eligibility requirements for the waiver of premium.

~~9.21~~ **9.22** The confidentiality of individual subscriber claims shall not be violated. Except as required to conduct financial and claims processing audits of carriers and coordination of benefit provisions, specific individual claims data, reports or summaries shall not be released by the carrier to any party without the written consent of the individual, insured employee or covered dependent.

~~9.22~~ **9.23** Eligible PS&T Unit employees enrolled in the Empire Plan will be provided with prescription drug coverage through the Empire Plan Prescription Drug Program. The benefits provided shall consist of the following:

The Prescription Drug Program will cover medically necessary drugs requiring a physician's prescription and dispensed by a licensed pharmacist.

Mandatory Generic Substitution will be required for all brand-name multi-source prescription drugs (a brand-name drug with a generic equivalent) covered by the Prescription Drug Program.

When a brand-name multi-source drug is dispensed, the Program will reimburse the pharmacy (or enrollee) for the cost of the drug's generic equivalent. The enrollee is responsible for the cost difference between the brand-name drug and its generic equivalent, plus the copayment. The enrollee is responsible for the cost difference between the non-preferred brand name drug and its generic equivalent **(ancillary charge)**, plus the copayment for the non-preferred brand name drug.

- ~~**The copayment for up to a 30 day supply at either the retail or mail service pharmacy, will be $5 for generic/Level One drugs $25, for preferred brand/Level Two drugs and $45 for non-preferred brand/Level Three drugs. Effective January 1, 2022, t**~~ **T**he copayment for up to a 30-day supply at either the retail**, specialty** or mail service pharmacy will be $5 for generic/Level One drugs, $30 for preferred brand/Level Two drugs and $60 for non-preferred brand/Level Three drugs.
- ~~**The copayment for a 31 to 90 day supply at the retail pharmacy will be $10 for generic/Level One drugs, $50 for preferred brand/Level Two drugs and $90 for non-preferred brand/Level Three drugs. Effective January 1, 2022, t**~~ **T**he copayment for a 31 to 90 day supply at the retail **or specialty** pharmacy will be $10 for generic/Level One drugs, $60 for preferred brand/Level Two drugs and $120 for non-preferred brand/Level Three drugs.
- ~~**The copayment for a 31 to 90 day supply at the mail service pharmacy will be $5 for generic/Level One drugs, $50 for preferred brand/Level Two drugs and $90 for non-preferred brand/Level Three drugs. Effective January 1, 2022, t**~~ **T**he copayment for a 31 to 90 day supply at the mail service pharmacy will be $5 for generic/Level One

drugs, $55 for preferred brand/Level Two drugs and $110 for non-preferred brand/Level Three drugs.

- Prescription drugs will be dispensed through either the preferred provider community pharmacy network (retail pharmacy), or the mail service pharmacy.
- Coverage will be provided under the Empire Plan Prescription Drug Program for prescription vitamins, contraceptive drugs, and contraceptive devices purchased at a pharmacy.

*** A medical exception program is available for non-formulary prescription drugs that are excluded from coverage. If a physician's request for a medical exception is approved, the Level One copayment will apply for generic drugs and the Level Three copayment will apply for brand-name drugs.**

*** A Dispense as Written exception request is available for medically necessary prescription non-preferred brand-name drugs that have a generic equivalent. If a physician's request for medical necessity is approved, the Level Three copayment is charged, but the member will not be responsible for the difference in cost between the generic drug and the non-preferred brand-name drug (ancillary charge).**

*** Annual changes may be made to the Advanced Flexible Formulary once a year on January 1st. Such changes may include moving drugs to a higher or lower level, and coverage of previously excluded drugs. Access to one or more drugs in select therapeutic categories may be excluded if the drugs have no clinical advantage over other generic or brand names drugs in the same therapeutic class. Drugs considered to have no clinical advantage that may be excluded include any products that:**

1) contain an active ingredient available in or therapeutically equivalent to another drug covered in the class;
2) contain an active ingredient which is a modified version of or therapeutically equivalent to another covered Prescription Drug Product; or,
3) are available in over-the-counter form or comprised of components that are available in over-the-counter form or equivalent.

Members impacted will be notified at least 45 days in advance of the change and, for exclusions, will be informed of preferred alternative medications that are covered.

*** When deemed appropriate, by the Council on Employee Health Insurance, the Empire Plan Pharmacy Benefit Manager shall be permitted additional flexibility in the management of the formulary including:**

- **Prior Authorization may be applied to ensure safe and appropriate use. Updates to the Prior Authorization List may be made no more frequently than quarterly. Impacted members will be notified at least thirty (30) days in advance of such updates.**
- **Specialty Guideline Management may be added for certain specialty drugs no more frequently than quarterly. Impacted members will be notified at least thirty (30) days in advance of such updates.**

- **Brand for Generic strategy -- placing a brand name drug on Level One and excluding or placing a generic drug on Level Three subject to the appropriate co-payment may be used mid-year when such revision is clinically appropriate and financially advantageous to the plan. Impacted members will be notified at least thirty (30) days in advance of such placement.**
- **Certain therapeutic categories with two or more clinically sound and therapeutically equivalent Level One options may not have a brand name drug in Level Two.**

~~9.23~~ **9.24** Eligible PS&T Unit employees enrolled in a Health Maintenance Organization participating in the State Health Insurance Plan will be provided with prescription drug coverage through the HMO in which they are enrolled.

~~9.24~~ **9.25** Eligible PS&T Unit employees will be provided with Dental Plan coverage at the same level of benefits in effect on April 1, 2019, except as modified below:

(a) ~~Effective January 1, 2022, t~~ **T**he maximum annual benefit per person for covered participating and non-participating services is $3,000. ~~Effective January 1, 2022, t~~ **T**he maximum lifetime benefit for orthodontic treatment will increase to $3,000.

(b) ~~Effective January 1, 2022, t~~ **T**he following upgraded materials shall be covered: (1) posterior composite (white fillings) (2) hi-noble materials for crowns, inlays, onlays, pontics and abutments (3) flexible base dentures, and (4) ceramic materials for onlays, crowns, pontics and abutments.

(c) ~~Effective January 1, 2022, d~~ **D**ental implants shall be covered subject to a $600 limitation per implant.

~~9.25~~ **9.26** (a) Eligible PS&T Unit employees will be provided with the PEF Vision Care Plan at the same level of benefits, including Occupational Vision coverage, in effect on April 1, 2019. Eligible employees and dependents will have 90 days from the date of the vision exam to purchase eyewear from a participating provider.

(b) Covered dependents under 19 years of age shall be eligible to receive vision care benefits once in any 12-month period.

(c) Under the Medical Exception Program, an individual with a medical condition that may impact vision refraction shall, if referred by his or her physician caring for that condition, qualify for an annual examination of their vision. If new lenses are required due to vision changes resulting from a medical condition for which the individual is under the care of a physician, new lenses and, if appropriate, new frames, shall be available sooner than once every 24 months, but not sooner than 12 months from the last use of vision care benefits, upon written documentation that the medical condition has caused a vision loss that requires a new prescription. Documentation of the vision loss must be provided in writing each time a new prescription is needed sooner than the standard 24-month interval. An individual who requires new lenses due to vision changes resulting from a medical condition, and who otherwise qualifies for Occupational Vision coverage, will be eligible to receive Occupational Vision benefits in accordance with the terms and conditions contained in this paragraph. The Joint Committee on Health Benefits shall work with the Vision Care Plan vendor to establish and confirm the eligibility rules and application procedures for this vision care enhancement.

(d) The State will continue to provide access to a network of providers to obtain Laser Vision Correction services at discounted-enrollee-pay-all fees.

(e) ~~Effective January 1, 2022, c~~ **C**ontact lens wearers are eligible every 12 months for an eye exam, evaluation, fit and follow-up care provided their last contact lens purchase was

covered by the Vision Care Program. Contact Lens exams under this provision by an out-of-network provider will be reimbursed up to the scheduled amount.

(f) ~~**Effective January 1, 2022,**~~ Ultra/digital lenses from participating providers will be covered subject to a $90 copayment.

~~**9.26**~~ **9.27** The Medical Flexible Spending Account (MFSA) shall continue. The PEF Joint Committee on Health Benefits shall work with the State in the ongoing review of the MFSA. Eligible expenses under the MFSA will include over-the-counter medications according to guidelines developed by the MFSA Administrator. **The JCHB and the State agree to offer electronic submission and a direct debit vehicle, to the extent practicable and/or desirable by both parties, for the Medical Flexible Spending Account.**

— ARTICLE 10 —
WORK-LIFE SERVICES PROGRAMS

In recognition of the mutual benefits that accrue to both the State and its employees, the State and PEF agree to provide the Work-Life Service Programs set forth below.

10.1 Employee Assistance Program

The State and PEF shall continue to provide an Employee Assistance Program (EAP) to provide information, resources, and confidential assessment and referral services to assist employees to be more productive at work and to assist agencies in maintaining a healthy and productive work place.

10.2 Network Child Care Assistance Program

The State and PEF remain committed to ensuring that all network child care currently available to State employees is provided in safe, high quality centers. Therefore, the State and PEF agree to:

(a) Continue financial support for health and safety grants for child care network centers;

(b) Provide technical support and training for child care initiatives; and

(c) Encourage the continuation of existing host agency support for child care centers.

10.3 Flexible Benefit Spending Program – Dependent Care Advantage Account Program

The State and PEF shall continue to fund the administration of the Flexible Benefit Spending Program, Dependent Care Advantage Account (DCAA). This program will provide employees with the opportunity to increase their net income by paying for all or part of selected benefits such as child care, elder care, and dependent care with pre-tax dollars.

10.4 In Calendar Year 2017, the State shall provide a contribution to each Dependent Care Advantage Account enrollee as follows:

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

In subsequent years, the employer contribution may be increased or reduced so as to fully expend available funds for this purpose, while maintaining salary sensitive differentials. In the event that available funds are not fully expended for this purpose, the residual funds shall be made available to benefit members as mutually determined by the Director of GOER and the President of PEF or their designees. In no event shall the aggregate employer contribution to DCAA enrollees exceed the available funds for this purpose.

10.5 In the interest of providing greater availability of other services to PEF represented employees and maximizing resources available, the Work-Life Services Programs may support additional initiatives as recommended by the Advisory Board.

10.6 **(a)** The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain appropriations of **~~$2,602,111~~$2,844,222** for Fiscal Year **~~2019-2020~~2023-2024**, **~~$2,654,153~~$2,929,549** for Fiscal Year **~~2020-2021~~2024-2025**, **and ~~$2,707,236~~$3,017,435** for Fiscal Year **~~2021-2022~~2025-2026**

and each fiscal year thereafter ~~**and $2,761,381 for Fiscal Year 2022-2023**~~ to fund activities of Article 10 Programs.

(b) Funding allocations are established as follows:

(1) Eighteen percent of the funds allocated each year pursuant to Section 10.6 shall be set aside to achieve the goals of the Employee Assistance Program.

(2) Fifty-Eight percent of the funds allocated each year pursuant to Section 10.6 shall be set aside for the employer contribution to the DCAA Account. In no event shall the aggregate employer contribution exceed the amounts provided for this purpose.

(3) Twenty percent of the funds allocated in each year of the Agreement pursuant to Section 10.6 shall be set aside for the benefit of initiatives recommended by the Work-Life Advisory Board.

(4) Four percent of the funds allocated in each year of the Agreement pursuant to Section 10.6 shall be set aside for the benefit of Network Center support.

Changes to the allocations of these funds may be made as mutually determined by the Director of OER and the President of PEF or their designees.

10.7 The President of PEF, or the designee of the President, shall serve as a member of the Advisory Board for the term of this Agreement.

— 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 12 —
ATTENDANCE AND LEAVE

12.1 Holiday Observance

(a) An employee who is entitled to time off with pay on days observed as holidays by the State as an employer shall be granted compensatory time off when any such holiday falls on a Saturday, provided, however, that employees scheduled or directed to work on any such Saturday may receive additional compensation in lieu of such compensatory time off in accordance with Section 7.14 of this Agreement. The State may designate a day to be observed as a holiday in lieu of such holiday which falls on Saturday.

(b) The following holidays will be observed by all employees within this unit eligible to observe holidays unless otherwise specified by mutual agreement between the parties:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans' Day
9. Thanksgiving Day
10. Christmas Day
11. Election Day
12. Martin Luther King Day
13. Juneteenth

(c) When December 25 and January 1 fall on Sundays and are observed as State holidays on the following Mondays, employees whose work schedule includes December 25 and/or January 1 shall observe the holiday on those dates, or if required to work, may receive additional compensation or compensatory time off in accordance with Section 7.14 of this Agreement. In such event, for these employees, December 26 and January 2 will not be considered holidays.

(d) The State, at its option, may designate up to two floating holidays in each contract year (April-March) in lieu of two of the holidays set forth in Article 12.1(b), such that employees shall have the opportunity to select, on an individual basis, the dates upon which such floating holidays will be observed by them, consistent with the reasonable operating needs of the State. The State's designation of the holidays to be floated shall be announced in April of the contract year. Employees shall be credited with up to 7½ or 8 hours of floating holiday leave credits as appropriate. If an employee's basic work week changes from 37½ hours to 40 hours, or 40 to 37½ hours, any floating holiday leave credit balance will be adjusted to reflect the new workweek. Floating holiday leave credits may be used in such units of time as the appointing authority may approve, but the appointing authority shall not require that floating holiday leave credits be used in units greater than one-quarter hour. This provision shall not supersede any local arrangements which provide for liquidation in smaller units of time.

12.2 Determination of Holiday Shifts

For purposes of determining the holiday shift when the work shift spans two (2) calendar days, the holiday shift shall be that shift which begins 11:00 p.m. or later on the day before the holiday. A shift which begins 11:00 p.m. or later on the holiday itself shall not be considered to be the holiday for purposes of this Article.

12.3 Holiday Accrual

Compensatory time off in lieu of holidays earned after the effective date of this Agreement shall be recorded in a leave category to be known as Holiday Leave.

12.4 Vacation Credit Accumulation

(a) Effective April 1, 1995, annual leave shall be credited in accordance with the New York State Attendance Rules.

(b) Vacation credits may be accumulated up to 40 days; provided, however, that in the event of death, retirement or separation from service, an employee compensated in cash for the accrued and unused accumulation may only be so compensated for a maximum of 30 days.

(c) An employee's vacation credit accumulation may exceed the maximum, provided, however, that the employee's balance of vacation credits may not exceed 40 days on April 1 of any year.

12.5 Additional Vacation Credit

(a) The State agrees to grant employees having 20 or more years of continuous State service and who are entitled to earn and accumulate vacation credits additional vacation credit as follows:

Completed Years of Continuous Service	*Additional Vacation Credit*
20 to 24	1 day
25 to 29	2 days
30 to 34	3 days
35 or more	4 days

(b) Eligible employees shall receive additional vacation credit on the date on which they would normally be credited with additional vacation in accordance with the above schedule and shall thereafter be eligible for additional vacation credit upon the completion of each additional 12 months of continuous State service. Continuous State service for the purpose of this section shall mean uninterrupted State service, in pay status, as an employee. A leave of absence without pay, or a resignation followed by reinstatement or reemployment in State service within one year following such resignation, shall not constitute an interruption of continuous State service for the purposes of this section; provided, however, that leave without pay for more than six months or a period of more than six months between resignation and reinstatement or reappointment, during which the employee is not in State service, shall not be counted in determining eligibility for additional vacation credits under this provision.

(c) Nothing contained herein shall be construed to provide for the granting of additional vacation retroactively for periods of service prior to the effective date of this Agreement.

12.6 Vacation Scheduling

(a) Assignment of vacation time off shall be made at the times desired by an employee to the extent practicable in light of needs of the department or institution involved to provide the service it is charged to provide. In the event that more employees request the same vacation time off than can be reasonably spared for operating reasons, vacation time off will be granted in accordance with Article 25.

(b) In lieu of scheduling vacation in order of seniority as provided above, departments, agencies, or institutions may, by mutual agreement with PEF, provide that in the event some employees have accumulated vacation credits in excess of 35 days, these employees shall be given preference on requested assignment of vacation time off.

(c) To assist in the scheduling of such vacation time off, departments, agencies, institutions or other local operating units may establish an annual date or dates or period or periods by which or within which employees must request a block of time in order to have their seniority considered.

(d) Establishment of such dates or periods shall be worked out in understandings between such departments, agencies, institutions or other local operating units and the appropriate designee of PEF unless they mutually agree that such dates or periods are unnecessary or undesirable.

12.7 Vacation Use

(a) Vacation credits may be used in such units of time as the appointing authority may approve, but the appointing authority shall not require that vacation credits be used in units greater than one-quarter hour. This provision shall not supersede any local arrangements which provide for liquidation in smaller units of time.

(b) An employee's properly submitted written request for use of accrued vacation credits shall be answered within five working days of receipt. If an employee's properly submitted request for use of accrued vacation credits is denied or cancelled, the employee shall receive, upon written request, a written statement of the reasons for such denial or cancellation. Such written statement of the reasons for such denial or cancellation shall be provided within three working days of receipt of the written request for it.

12.8 Sick Leave Accumulation

(a) Sick leave shall be credited in accordance with the New York State Attendance Rules.

(b) Employees who are entitled to earn and accumulate sick leave credits may accumulate such credits up to a total of ~~200~~**225** days. Employees shall have the opportunity to use up to a total of 200 days for retirement service credit. Employees shall have the ability to use up to 200 days of such credits to pay for health insurance in retirement.

12.9 Use of Sick Leave

(a) Sick leave credits may be used for scheduled medical or dental appointments with the advance approval of the appointing authority or the authority's designee.

(b) Sick leave credits may be used in such units of time as the appointing authority may approve, but the appointing authority shall not require that sick leave credits be used in units greater than one-quarter hour.

12.10 Personal Leave Accumulation

Effective April 1, 1995, personal leave shall be credited in accordance with the New York State Attendance Rules.

12.11 Use of Personal Leave

(a) The State shall not require an employee to give a reason as a condition for approving the use of personal leave credits, provided, however, that prior approval for the requested leave must be obtained, that the resulting absence will not interfere with the proper conduct of governmental functions, and that an employee who has exhausted personal leave credits shall charge approved absences from work necessitated by personal business or religious observance to accumulated vacation or overtime credits.

(b) Personal leave credits may be used in such units of time as the appointing authority may approve, but the appointing authority shall not require that personal leave credits be used in units greater than one-quarter hour. This provision shall not supersede any local arrangements which provide for liquidation in smaller units of time.

12.12 Accounting of Time Accruals

The State shall prepare and distribute to employees forms for maintaining leave records on a self-accounting basis. Employees shall be advised of the leave accruals to their credit on official records at least once each year.

12.13 Absence - Extraordinary Circumstances

(a) Employees who have reported for duty and, because of extraordinary circumstances beyond their control, are directed to leave work, shall not be required to charge such directed absence during such day to leave credits.

(b) In those instances in which the Governor declares a state of emergency in a specified geographic area, based on circumstances which affect travel, and directs that employees whose official duty stations are within the specified geographic area not to report to work, such absences shall be excused with no charge to leave credits.

12.14 Tardiness for Members of Volunteer Fire Departments, Volunteer Ambulance Services and Enrolled Civil Defense and Civil Air Patrol Volunteers.

An appointing authority shall excuse a reasonable amount of tardiness caused by direct emergency duties of duly authorized volunteer firefighters, members of volunteer ambulance services and enrolled civil defense and civil air patrol volunteers. In such cases, the appointing authority may require the employee to submit satisfactory evidence that the lateness was due to such emergency duties.

12.15 Leave for Professional Meetings

Subject to prior approval by the appointing authority, each employee will be allowed a maximum of three (3) days per year without charge to leave credits to attend (a) conferences or seminars of recognized professional organizations, such conferences or seminars to be directly related to the employee's profession or professional duties; and/or, (b) programs which are necessary for the employee to maintain or obtain licensure or accreditation in the employee's position with the State. Absences under this provision may be restricted to five percent of the profession in the operating unit (e.g., institution, hospital, college, main office or other appropriate facility). Approval of such leave shall be at the discretion of the appointing authority. Such approval will be based on a determination by the appointing authority that (1) the activity to be undertaken will directly benefit the agency, and (2) the absence will not interfere with the proper conduct of governmental functions. Such leave shall not be cumulative and if not used shall be cancelled at the end of each year of this Agreement. Unused leave shall not be liquidated in cash at the time of separation, retirement or death.

12.16 Leave for Professional Examinations

(a) Upon proper advance notice, employees may absent themselves from duty without charge to leave credits for the purpose of participating in one professional examination each year in their discipline. In the event such examination is administered in several parts, the several parts shall be considered a single examination. Absence required for travel shall be charged to appropriate leave credits.

(b) If an employee is scheduled to work on a shift which ends within eight hours of commencement of such professional examination, reasonable efforts will be made to adjust the employee's work schedule or, to the extent practicable in light of the agency's or institution's need to provide services, to approve the absence charged to appropriate leave credits.

12.17 Maintenance of Time Records

No employee in this unit shall be required to punch a time clock or record attendance with a timekeeper. All employees in this unit shall be required to keep daily time records showing actual hours worked and shall maintain a daily record of absences and leave credits earned and used in accordance with the Attendance Rules on forms to be provided by the State, subject to review and approval by the supervisor.

12.18 Leave for Bereavement or Family Illness

(a) Employees shall be allowed to charge absences from work in the event of death or illness in the employee's immediate family against accrued sick leave credits up to a maximum of ~~25~~**30** days in any one calendar year.

(b) Requests for leave for family illness shall be subject to approval of the appointing authority; such approval shall not be unreasonably withheld.

12.19 Part-time, Per Diem and Hourly Employees

(a) Part-time employees covered by the New York State Attendance Rules who are compensated on an annual salary basis shall be eligible to earn and accumulate, or be credited with vacation, sick or personal leave credits on a prorated basis if they are employed on a fixed schedule of at least half-time.

For the purpose of crediting vacation and personal leave for such employees in State service on the effective date of this section, their anniversary dates shall be determined in a manner consistent with their total State service.

To determine if a part-time employee meets the requirement of at least half-time, fixed schedule employment with up to a maximum of two appointing authorities may be counted. Employees who qualify as half-time by counting part-time employment with two appointing authorities shall be subject to such special attendance reporting requirements as the State may establish, and shall be limited to use earned leave credits from each appointing authority in the same proportion as the leave credits are earned from each appointing authority.

(b) Employees covered by the New York State Attendance Rules who are compensated on a per diem or hourly basis shall be eligible for vacation, sick and personal leave benefits on a prorated basis if they are employed on a fixed schedule of at least half-time and are so employed continuously for nine (9) months without a break in service exceeding one full payroll period.

(c) Part-time employees covered by the New York State Attendance Rules are eligible to observe holidays that coincide with days on which they are regularly scheduled to work or actually do work. In the event a holiday falls on a Saturday and another day is not designated to be observed as the holiday, employees eligible to observe holidays who are employed on a fixed schedule of at least half-time, and for whom Saturday is not a regular workday but who are scheduled to work on the Friday immediately preceding such Saturday holiday, shall be granted holiday leave. The amount of holiday leave granted shall be equivalent to the number of hours the employee is regularly scheduled to work on that preceding Friday but not to exceed one-fifth (1/5) the number of hours in the normal workweek of full-time State employees.

(d) Nothing contained herein shall be construed to provide for the granting of paid leave benefits retroactively for periods of service prior to the effective date of this Agreement.

12.20 Sick Leave at Half-Pay

(a) An appointing authority shall grant such leave at half-pay for personal illness to a permanent employee eligible for such leave and subject to the following conditions:

(1) The employee shall not have less than one cumulative year of State service;

(2) The employee's sick leave, vacation credit, overtime credits, compensatory credits and other accrued credits shall have been exhausted; the employee shall be deemed to have exhausted his/her accrued credits when the sum of the employee's remaining credits, in the aggregate, is less than the number of hours in the employee's normal workday; such credits as are remaining shall be retained by the employee;

(3) The cumulative total of all sick leave at half-pay granted to an employee during ~~his/her~~ **their** State service shall not exceed one payroll period for each completed six months of State service;

(4) (a) Sick leave at half-pay shall be granted immediately following exhaustion of leave credits except to employees who have been formally disciplined for leave abuse within the preceding year;

(b) Employees who have been formally disciplined for leave abuse within the preceding year shall be granted sick leave at half pay following ten consecutive workdays of absence, unless such waiting period is waived by the appointing authority;

(c) For purposes of this subsection, an employee is deemed to have been formally disciplined for leave abuse if any of the following conditions occurred: a time and attendance notice of discipline was settled within one year preceding the request for sick leave at one half pay, or the employee has been found guilty of the time and attendance charges contained within a notice of discipline served within one year preceding the request for sick leave at half pay or the employee did not contest the time and attendance notice of discipline served within one year preceding the request for sick leave at half pay. It does not include notices of discipline regarding issues other than time and attendance or those dismissed by an arbitrator or withdrawn by the appointing authority;

(5) Satisfactory medical documentation shall be furnished and continue to be periodically furnished at the request of the appointing authority; and

(6) (a) Such leave shall not extend a period of appointment or employment beyond such date as it would otherwise have terminated pursuant to law or have expired upon completion of a specified period of service.

(b) Nothing contained herein shall supersede the continuous absence provisions of the Civil Service Law, Rules and Regulations.

12.21 Maternity and Child-Rearing Leave

(a) Maternity and child-rearing leave shall be granted as provided in the Attendance Rules. However, where the child is required to remain in the hospital following birth, the seven month mandatory child care leave shall, upon employee request, commence when the child is released from the hospital. If a child is required to be admitted to a hospital for treatment after child care leave has commenced, upon employee request, child care leave shall be suspended during a single continuous period of such hospitalization and that period shall not count toward calculation of the seven month period. In such cases, any entitlement to mandatory child care leave expires one year from the date of birth of the child.

(b) In cases of legal adoption under Article 7 of the Domestic Relations Law, leave for child-rearing purposes shall be granted as provided in the Attendance Rules. However, if a child is required to be admitted to a hospital for treatment after child care leave has commenced, upon employee request, child care leave shall be suspended during a single continuous period of such hospitalization and that period shall not count toward the calculation of the seven month period. In such cases, any entitlement to mandatory child care leave expires one year from the date the child care leave originally commenced.

12.22 Voluntary Reduction in Work Schedule Program

The Voluntary Reduction in Work Schedule Program (VRWS), as described in the Program Guidelines reproduced in Appendix IV, shall be continued. Disputes arising from the denial of VRWS requests shall be reviewed only in accordance with the procedures established in Paragraph 12 of the Guidelines, and not under Article 34. Other disputes arising in connection

with this provision shall be subject to review through the procedure established in Article 34, Section 34.1(b) of this Agreement.

12.23 Leave Donation/Exchange Program

The Leave Donation/Exchange Program, as described in the Memorandum of Understanding reproduced in Appendix III, shall be continued.

12.24 Telecommuting Program

The Telecommuting Memorandum of Agreement, as reproduced in Appendix III, shall be continued.

12.25 Medical Certificates

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 shall not apply to medical appointments. When the appointing authority determines that the employee shall be required to provide medical documentation solely as a result of a review of the employee's attendance record, such requirement shall follow counseling and written notice to the employee. The requirement shall commence subsequent to such notice, shall be of a reasonable duration, and the employee shall be properly notified of the conditions that the requirement imposes.

— 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 14 —
PROFESSIONAL DEVELOPMENT AND QUALITY OF WORKING LIFE COORDINATING COMMITTEE

14.1 A Professional Development and Quality of Working Life Coordinating Committee shall be established to coordinate and oversee the activities of the issue-specific joint committees established pursuant to Articles 15, 18, 22, 44 and 46 of this Agreement and to undertake professional development and/or quality of working life initiatives that are not within the sphere of any of the issue-specific joint committees.

14.2 The Professional Development and Quality of Working Life Coordinating Committee shall consist of the Director of the ~~**Governor's**~~ Office of Employee Relations (or the Director's designee), two additional ~~**G**~~OER designees, the President of PEF (or the President's designee), and two additional PEF designees.

14.3 The Professional Development and Quality of Working Life Coordinating Committee shall meet as agreed, to resolve disputes that may arise in the issue-specific joint committees referenced in Article 14.1 above. A request to meet shall not be unreasonably refused. The Committee shall establish by agreement such other operating procedures as it shall deem necessary to perform its functions.

14.4 The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation of ~~**$596,866**~~ **$652,401** for Fiscal Year ~~**2019-2020**~~ **2023-2024**, ~~**$608,803**~~ **$671,973** for Fiscal Year ~~**2020-2021**~~ **2024-2025**, **and** ~~**$620,979**~~ **$692,132** for Fiscal Year ~~**2021-2022**~~ **2025-2026**, ~~**and $633,399 for Fiscal Year 2022-2023**~~ **and each fiscal year thereafter** to fund the operation and activities of the Committee. The Committee shall, by agreement, allocate this funding for its own purposes and shall have the authority to allocate money to fund the activities of any joint committee established pursuant to this Agreement. The Committee shall also, by mutual agreement, configure the current QWL Pilot Program for delivery **within mutually agreed upon guidelines aligned with the goal of greater equity in the disbursement of monies.** ~~**in Fiscal Years 2020-2021, 2021-2022, and 2022-2023.**~~ The Committee shall develop and implement ~~**by Fiscal Year 2022-2023**~~ **commencing in Fiscal Year 2024-2025** an employee recognition component to the QWL Pilot Program on a meet and agree basis. Funding for this program shall be drawn from the appropriation set forth in this subsection. ~~**This QWL Pilot Program shall sunset on the final day of this Agreement unless the parties mutually agree to an extension.**~~

— ARTICLE 15 —
PROFESSIONAL DEVELOPMENT COMMITTEE

15.1 In recognition of the value of professional development to both the State and the State's Professional, Scientific and Technical employees, a Professional Development Committee shall be established to review the needs for professional development and training programs to improve job performance and to assist employees in developing their full professional potential.

15.2 The Professional Development Committee shall consist of two designees of the Director of the ~~**Governor's**~~ Office of Employee Relations and two designees of the President of PEF. The Committee shall meet at least monthly. The Committee shall establish by agreement such operating procedures as it deems necessary to conduct its activities. In the case of a failure of the Committee to reach agreement on any matter, such matter will be referred to the Professional Development and Quality of Working Life Coordinating Committee for resolution.

15.3(a) The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation of ~~**$5,339,394**~~ **$5,899,238** for Fiscal Year ~~**2019-2020**~~ **2023-2024**, ~~**$5,466,182**~~ **$6,076,215** for Fiscal Year ~~**2020-2021**~~ **2024-2025**, **and** ~~**$5,595,506**~~ **$6,258,501** for Fiscal Year ~~**2021-2022**~~ **2025-2026**, ~~**and $5,727,416 for Fiscal Year 2022-2023,**~~ to continue to fund the Public Service Training Program. The State shall meet and confer with PEF, within the Professional Development Committee, with regard to the expenditures of monies appropriated for the Public Service Training Program.

(b) The parties shall meet and confer to continue to identify professional development opportunities that will allow PS&T bargaining unit members to perform tasks that are currently, or might otherwise be, performed by outside vendors or consultants. ~~**The Parties shall develop and implement a Pilot Project Management Training and Certification Program on a meet and confer basis. The Pilot Project Management Training and Certification Program shall be implemented no later than January 2022.**~~

15.4 The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation of ~~**$2,104,202**~~ **$2,236,942** for Fiscal Year ~~**2019-2020**~~ **2023-2024**, ~~**$2,126,286**~~ **$2,304,050** for Fiscal Year ~~**2020-2021**~~ **2024-2025**, **and** ~~**$2,148,812**~~ **$2,373,172** for Fiscal Year ~~**2021-2022**~~ **2025-2026**, ~~**and $2,171,788 for Fiscal Year 2022-2023**~~ **and each fiscal year thereafter** to fund a Workshop and Seminar Reimbursement Program, a Certification and Licensure Exam Fee Program, a Pilot Certification and Licensure Renewal Fee Reimbursement Program, a Labor/Management Training Program and a Workforce Initiatives Program. The Professional Development Committee shall develop and administer these programs within this funding.

15.5 The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation of ~~**$1,080,553**~~ **$1,181,092** for Fiscal Year ~~**2019-2020**~~ **2023-2024**, ~~**$1,102,164**~~ **$1,216,525** for Fiscal Year ~~**2020-2021**~~ **2024-2025**, **and** ~~**$1,124,207**~~ **1,253,021** for Fiscal Year ~~**2021-2022**~~ **2025-2026**, and **each fiscal year thereafter** ~~**$1,146,691 for Fiscal Year 2022-2023**~~, to support supplemental training programs. The State shall meet and confer with PEF, within the Professional Development Committee, with regard to the expenditures of monies appropriated for the supplemental training program. This would include programs designed to address the professional development needs of supervisors and individual contributors.

15.6 The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation of ~~$563,081~~ **$615,473** for Fiscal Year ~~2019-2020~~ **2023-2024**, ~~$574,343~~ **$633,937** for Fiscal Year ~~2020-2021~~ **2024-2025**, **and** ~~$585,830~~ **$652,955** for Fiscal Year ~~2021-2022~~ **2025-2026 and each fiscal year thereafter**, ~~and $597,547 for Fiscal Year 2022-2023,~~ to fund Professional Development Initiatives for Nurses. The Professional Development Committee shall develop and administer Professional Development Initiatives for Nurses in accordance with the Appendix III Side Letter on that topic.

15.7 The funds allocated in 15.3, 15.4, 15.5 and 15.6 above include the cost of administration of the respective programs.

— ARTICLE 16 —
STAFFING

16.1 Eligible Lists

In the event the use of an eligible list is stayed pursuant to court order, upon the removal of such stay such eligible list shall continue in existence for a period not less than 60 days and for such additional period as may be determined by the Department of Civil Service, except that in no event shall such 60 day period extend the life of any eligible list beyond the statutory limit of four years.

16.2 Alternate Examination Dates

In the event an employee in this unit is unable to participate in an examination because of the death, within seven days immediately preceding the scheduled date of an examination of a grandparent, parent, spouse, sibling, child or a relative living in the employee's household, such employee shall be given an opportunity to take such examination at a later date, but in no event shall such examination be rescheduled sooner than seven days following the date of death. The Department of Civil Service shall prescribe appropriate procedures for reporting the death and applying for the examination.

16.3 Leave - Probationary Employees

Permanent employees holding positions in the competitive or non-competitive class who accept a permanent or contingent permanent appointment to a State position, upon written notice of acceptance of such an appointment, shall be granted a leave of absence from their former positions for a period not to exceed the period of the actual probation.

— ARTICLE 17 —
OUT-OF-TITLE WORK

17.1 No employee shall be employed under any title not appropriate to the duties to be performed and, except upon assignment by proper authority during the continuance of a temporary emergency situation, no person shall be assigned to perform the duties of any position unless he/she has been duly appointed, promoted, transferred or reinstated to such position in accordance with the provisions of the Civil Service Law, Rules and Regulations.

17.2 The term "temporary emergency" as used in this Article shall mean an unscheduled situation or circumstance which is expected to be of limited duration and either (a) presents a clear and imminent danger to person or property, or (b) is likely to interfere with the conduct of the agency's or institution's statutory mandates or programs.

17.3(a) A grievance alleging violations of this Article shall be filed directly at Step 2 by the employee or PEF, in writing on forms to be provided by the State, to the Agency Head or a designee of that Agency Head, and a copy of the grievance shall be simultaneously filed with the facility or institution head or a designee. A determination shall be issued at Step 2 as promptly as possible, but no later than 10 working days after receipt of the grievance unless PEF or the employee agrees to an extension of such time limit.

(b) Where a grievance is filed by PEF and PEF is the named grievant, either on behalf of an individual employee, or alleging out-of-title work by an individual employee, PEF must notify the employee of the filing of the grievance. Notice should be provided at the same time and in the same manner as notice to the agency as required in Article 17.3(a). If the employee is represented by any bargaining agent other than PEF, notice must also be provided to the appropriate bargaining agent by PEF at the same time and in the same manner as notice to the agency as required in Article 17.3(a).

(c) An appeal from an unsatisfactory decision at Step 2 may be filed by PEF through its President or the President's designee with the Director of the ~~**Governor's**~~ Office of Employee Relations or the Director's designee within 10 working days of receipt of the Step 2 decision. Such appeal shall include a copy of the original grievance and the Step 2 reply. A Step 2 decision in which the remedy is only partially granted is considered an unsatisfactory decision and must be appealed in accordance with this subsection 17.3(c).

(d) After receipt of an appeal pursuant to 17.3(c), the Director of the ~~**Governor's**~~ Office of Employee Relations or the Director's designee will promptly forward it to the Director of Classification and Compensation for a review and determination as to whether the duties at issue are out-of-title.

(e) When a grievance is sustained in its entirety at Step 2 by the agency and a monetary award is recommended, the agency shall forward the agency's Step 2 decision to the Director of Classification and Compensation within 15 working days of the issuance of the agency's Step 2 decision. The agency shall include a copy of the original grievance and the agency's Step 2 decision. Copies of these documents shall be sent to the Director of the ~~**Governor's**~~ Office of Employee Relations or the Director's designee, to the employee, and to the President of PEF or the President's designee. The Director of Classification and Compensation shall review and determine whether such duties at issue are out-of-title.

(f) The Director of Classification and Compensation will make every reasonable effort to complete such review promptly, and will send to the Director of the ~~**Governor's**~~ Office of Employee Relations the findings as to whether the duties at issue are out-of-title.

(g) The Director of the ~~**Governor's**~~ Office of Employee Relations, or the Director's designee, shall issue a Step 3 determination forthwith upon receipt of the determination of the Director of Classification and Compensation based on the following:

1. The findings of the Director of Classification and Compensation as to whether the duties at issue are out-of-title.

2. If the Director of Classification and Compensation has determined the duties at issue to be out-of-title, a review by the Director of the ~~**Governor's**~~ Office of Employee Relations, or the Director's designee, of whether temporary emergency circumstances exist which make the assignment of such out-of-title duties appropriate.

(h) If the Director of Classification and Compensation finds the duties at issue to be out-of-title, and the Director of the ~~**Governor's**~~ Office of Employee Relations, or the Director's designee, finds that no temporary emergency circumstances exist, the Step 3 determination shall direct that out-of-title assignment be discontinued.

17.4(a) If such out-of-title duties are found to be appropriate to a lower salary grade or to the same salary grade as that held by the affected employees, no monetary award may be issued.

(b) If, however, such out-of-title duties are found to be appropriate to a higher salary grade than that held by the affected employee, the Director of the ~~**Governor's**~~ Office of Employee Relations, or the Director's designee, shall issue an award of monetary relief, provided that (a) the assignment to perform such duties was made on or after April 1, 1982, and (b) the affected employee has performed work in the out-of-title assignment for a period of one or more days. And, in such event, the amount of such monetary relief shall be the difference between what the affected employee was earning at the time ~~**he/she**~~ **they** performed such work and what ~~**he/she**~~ **they** would have earned at that time in the higher salary grade title, but in no event shall such monetary award be retroactive to a date earlier than 15 calendar days prior to the date the grievance was filed in accordance with this Article.

(c) If such out-of-title duties were assigned by proper authority during the continuance of a temporary emergency situation, the Director of the ~~**Governor's**~~ Office of Employee Relations, or the Director's designee, shall dismiss the grievance.

(d) After receipt of the Step 3 decision, PEF may, where it alleges additional facts or existence of a dispute of fact, within 30 calendar days of the date of the decision, file an appeal with the Director of the ~~**Governor's**~~ Office of Employee Relations. Such appeal shall include documentation to support the factual allegations. The appeal shall then be forwarded by the Director of the Governor's Office of Employee Relations to the Director of Classification and Compensation for reconsideration. The Director of Classification and Compensation shall reconsider the matter and shall, within thirty (30) calendar days, forward an opinion to the Director of the Governor's Office of Employee Relations. The latter shall act upon such opinion in accordance with the provisions of Article 17.3(g) and (h) and 17.4(a), (b), and (c) above.

17.5(a) All submissions and responses set forth in Article 17.3(a), (b), (c), (e) and (g) and 17.4(d) shall be submitted by certified mail, return receipt requested, or by personal service. All time limits set forth in this Article shall be measured from the date of certified mailing or of receipt by personal service. The date of certified mailing is the date appearing on the postal receipt.

(b) Working days shall mean Monday through Friday, excluding holidays, unless otherwise specified, and days shall mean calendar days. In the case of a department or agency which normally operates on a seven-day-a-week basis, reference to 10 working days shall mean 14 calendar days and reference to 15 working days shall mean 21 calendar days.

17.6 Grievances hereunder may be processed only in accordance with this Article and shall not be arbitrable.

— ARTICLE 18 —
HEALTH AND SAFETY

18.1 The State remains committed to providing and maintaining healthy and safe working conditions, and to initiating and maintaining operating practices that will safeguard employee health and safety in an effort to eliminate the potential of on-the-job injury/illness and resulting workers' compensation claims.

18.2 The State and PEF shall establish a Joint Health and Safety Committee. The Joint Health and Safety Committee shall study and review matters of mutual concern in the areas of health and safety; shall serve as a forum in which PEF can advise the State of potential health or safety problems; shall serve as a forum in which PEF can advise on the development and implementation of State policy in all matters related to health and safety; and shall serve as a means by which pro-active measures to improve health and safety at the worksite can be developed and implemented.

18.3 The Joint Health and Safety Committee shall consist of three designees of the Director of the Governor's Office of Employee Relations and three designees of the President of PEF. The Committee shall meet at least quarterly. The Committee shall establish by agreement such operating procedures, tasks and goals as it deems necessary to conduct its activities. In the case of a failure of the Committee to reach agreement on any matter, such matter shall be referred to the Professional Development and Quality of Working Life Coordinating Committee for resolution.

18.4 The Joint Health and Safety Committee shall use such funds as are made available to it pursuant to Article 18.12 to undertake initiatives in the general areas of education, support of agency-level and local-level health and safety committees, and study and research, subject to the agreement of the Committee. Specific activities of the Committee may include, but are not limited to, the following:

- Development and implementation of programs to enhance the knowledge and skills of employees, management officials and union representatives in the identification and correction of health and safety problems. This includes development of standards and identification of best practices for decontamination of State vehicles and equipment exposed to hazardous or toxic materials; approaches to reducing slip, trip and fall hazards; best practices for reducing hazards to employees from vector-borne illnesses; and best practices for addressing employee exposure to toxic substances or other hazardous materials.
- Development and implementation of a health and safety grants program to provide financial support to the activities of agency-level and local-level health and safety committees. Upon ratification of the ~~2019-2023~~ **2023-2026** Agreement, the Committee shall make every reasonable effort to streamline the grant process to expedite awarding of grants. Such measures may include, but are not limited to, better guidance to applicants, more frequent Committee meetings to review grant applications, and evaluation of the best approaches to procuring vendor services consistent with State procurement rules and guidelines.
- Participation in Indoor Air Quality improvements at requesting worksites by providing assistance to agency-level and local-level health and safety committees in Indoor Air Quality training, education and awareness programs.
- Development and implementation of programs to provide agency-level and local-level health and safety committees with current information about health and

safety issues including, but not limited to, the operation of a Health and Safety Resource Center, ergonomics, violence and assaults on employees, infectious disease control, and right-to-know education.

18.5 The Committee shall identify issues of mutual concern in the area of asbestos, and shall develop and implement activities to address such mutual concerns.

18.6 Agency-Level and Local-Level Health and Safety Committees

(a) The State and PEF shall establish joint health and safety committees at the agency and local levels. Such committees shall have at the agency and local levels the same functions as those of the State-level committee.

(b) Agency and local health and safety committees shall meet at least quarterly. Agendas shall be exchanged in writing by the parties at least seven days before each meeting, and additional matters may be placed on the agenda only by the agreement of both parties.

(c) A local-level health and safety committee that has reviewed a local health and safety issue but has been unable to agree on the disposition of that issue shall refer that issue to the appropriate agency-level health and safety committee for review and resolution.

(d) An agency-level health and safety committee that has reviewed an agency-level or local-level health and safety issue but has been unable to agree on the disposition of that issue shall refer that issue to the Statewide Health and Safety Committee for review and resolution.

18.7 Coordination of Health and Safety Activities

In recognition that health and safety are worksite matters that affect all employees at a worksite, regardless of negotiating unit, the Joint Health and Safety Committee and the agency-level and local-level health and safety committees shall make appropriate efforts to integrate their activities with the health and safety activities of State departments and agencies and joint health and safety committees established by the State and other State employee unions. Such efforts shall not preclude State/PEF health and safety committees from acting independently.

18.8 Toxic Exposure

(a) Employees who are directly exposed to toxic substances as a result of an accident, an incident or a discovery previously undetected by the State or the employees, will have the opportunity to be medically screened as appropriate at State expense. Such medical screening will be offered provided commonly accepted scientific evidence exists to indicate that the exposure presents a clear and present danger to the health of the affected employee.

(b) It is incumbent on the State to identify substances used by employees or to which they are exposed within the workplace. Where a substance is identified as being toxic, prior to any clean up or removal of the substance, the State will determine the nature of the substance, the toxic properties of the substance, and the safe and recommended method of working with the substance including the appropriate personal protective equipment necessary when working with the identified substance.

18.9 Safety Equipment

Safety equipment such as safety shoes, safety goggles, hardhats, vests, etc., which are officially required by departments and agencies for use by employees shall be supplied by the State.

18.10 Those departments or agencies in which there is a potential for occupational exposure to HIV, HBV, and TB, as determined by the New York State Department of Labor, shall establish and promulgate policies consistent with generally accepted medical practices, New York State Department of Health Guidelines, and New York State Department of Labor Occupational Safety and Health Standards and Enforcement Guidelines.

18.11 Health and Safety Grievance Procedure

Grievances alleging a violation of this Article, or alleging the existence of any safety violation, or otherwise arising from a health and safety condition or dispute shall be subject to review through the procedure established in Article 34, Section 34.1(b) of the Agreement and shall not be arbitrable.

18.12 The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation of **~~$774,799~~** **$846,890** for Fiscal Year **~~2019-2020~~** **2023-2024**, **~~$790,295~~** **$872,297** for Fiscal Year **~~2020-2021~~** **2024-2025**, **and** **~~$806,101~~** **$898,466** for Fiscal Year **~~2021-2022~~** **2025-2026**, **and each fiscal year thereafter** **~~and $822,223 for Fiscal Year 2022-2023~~** to fund the programs of the Joint Health and Safety Committee.

— ARTICLE 19 —
PARKING

19.1 The State shall continue to have the right to determine the purposes for which its physical facilities shall be used, including the right to allocate more or less space for parking by employees in this unit.

19.2 The State shall meet and confer with PEF concerning the adequacy or continuation of parking facilities provided by the State for employees in this unit, the need for additional parking facilities, and the method of distributing parking privileges among employees in the unit when the parking made available by the State is not adequate to provide parking privileges for all employees. Such meetings shall be held at the local level or such other level as is mutually deemed by the Director of the ~~**Governor's**~~ Office of Employee Relations and the President of PEF to be appropriate.

19.3 The State and PEF shall, upon the demand of either party, negotiate concerning the imposition of fees for parking by employees in this unit or the modification of current employee parking fees in any parking facility. Such negotiations shall occur no more frequently than once in regard to any particular parking facility during the term of this Agreement. Should such negotiations fail to result in agreement, the issue(s) shall be submitted to Last Offer Binding Arbitration under procedures that have been agreed to by the parties.

19.4 The following shall apply to parking facilities operated by the Office of General Services, Bureau of Parking Management in Albany:

(a) A Parking Committee shall be established to meet and confer on allocation of employee parking spaces made available within parking facilities as managed by the Bureau of Parking Management. The Committee shall assess present allocation, develop a method for allocation of existing spaces which will include consideration of employee negotiating unit designation and proportionate space allotment, needs of the handicapped, parking area utilization, and other factors which will contribute to the development of a rational, workable plan for such allocation. Such plan shall be developed and implemented during the term of this Agreement.

Additionally, the Committee shall make recommendations to the State on the adequacy of employee parking and suggest alternatives to meet identified needs.

Recognizing that the downtown Albany parking issue is a workplace issue, the Parking Committee shall be comprised of up to three designees of the Director of the ~~Governor's~~ Office of Employee Relations and representatives of all employee groups affected. The President of PEF shall designate up to three representatives to serve on the Committee.

(b) The Memorandum of Understanding dated October 6, 1988, concerning the parking fee structure in parking facilities operated in and around Albany by the Office of General Services, Bureau of Parking Services, shall remain in full force and effect according to its provisions.

— ARTICLE 20 —
REVIEW OF PERSONAL HISTORY FOLDER

20.1 There shall be only one official personal history file maintained for any employee. The personal history folder shall contain all memoranda or documents relating to such employee's job performance which contain criticism, commendation, appraisal or rating of such employee's performance on the job. Copies of such memoranda or documents shall be sent to such employee simultaneously with their being placed in the personal history folder.

20.2 An employee, or a PEF representative designated by the employee, shall have an opportunity to review the official personal history folder in the presence of an appropriate official of the department or agency within three working days' notice, provided, however, where the employee's personal history folder is kept at a location other than the employee's place of work, five working days' notice shall be required. Where such review is requested in connection with a pending disciplinary action or a pending grievance, every reasonable effort should be made to schedule the review within a time period that will permit adherence to the time requirements of the grievance or discipline procedure. **Where feasible, review under this subsection shall be via electronic transmission of the personal history folder.** An employee shall have the opportunity to place in his/her personal history folder a response of reasonable length to anything contained therein which such employee deems to be adverse.

20.3 An employee shall be permitted to be accompanied by a PEF Steward or other PEF representative during the review of the personal history folder pursuant to this Article.

20.4 Upon an employee's written request, material over three (3) years old shall be removed from the personal history folder, except unsatisfactory performance evaluations, personnel transactions, pre-employment materials and notices of discipline and all related records. Notices of discipline and related records wherein the final determination is that the employee was completely absolved of guilt shall not remain part of the personal history file.

20.5 The parties agree to meet in Executive Labor/Management, as appropriate, over any planned move from paper to electronic personal history folders.

— ARTICLE 21 —
DEFICIT REDUCTION LEAVE/WORKFORCE REDUCTION LIMITATION

The parties recognize that this historic language was limited to the terms of the 2011-2015 State/PEF Agreement and/or the 2015-16 State/PEF Agreement. The protections do not carry forward into the 2016-2019 ***~~, or~~*** *2019-2023* ***or 2023-2026*** *State/PEF Agreements. It is preserved here 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.*

21.1 Deficit Reduction Leave

(a) Fiscal Year 2011-2012. Commencing with the administrative payroll paycheck dated November 23, 2011, and the institutional payroll paycheck dated November 17, 2011, employees will have their total compensation, less overtime earnings, reduced by 4.198 percent. This reduction will occur for ten (10) consecutive payroll periods and end with the administrative paycheck dated March 28, 2012 and the institutional paycheck dated March 22, 2012.

(b) Fiscal Year 2012-2013. Commencing with the administrative payroll paycheck dated April 11, 2012 and with the institutional payroll paycheck dated April 5, 2012, employees will have their total compensation, less overtime earnings, reduced by 1.847 percent. This reduction shall occur for twenty-six (26) consecutive pay periods and end with the administrative paycheck dated March 27, 2013 and the institutional paycheck dated March 21, 2013.

(c) Upon ratification, employees will be credited with nine days of deficit reduction leave. Upon the request of the employee and subject to supervisory approval, appointing authorities shall allow each employee to take nine days off without charge to existing accruals before March 31, 2013. To the extent that multiple conflicting requests to use deficit reduction leave are made, time off shall be granted in order of seniority. Subject to supervisory approval, there shall be no restriction on using deficit reduction leave consecutively and/or in conjunction with annual leave, sick leave or other personal leave.

(d) Beginning with the pay period that includes April 1, 2015, employees whose total compensation, less overtime earnings, was reduced pursuant to 21.1(a) and (b) shall begin to be repaid for the value of the nine (9) day reduction. Commencing with this payroll period, employees shall receive payment in equal amounts over 39 payroll periods until the reduction has been repaid. Employees who separate from service prior to the full repayment of the nine (9) days shall be paid the balance of money owed at the time of their separation.

(e) Institution Teachers. Notwithstanding that the payroll reduction will be charged on a fiscal year basis, employees working on a 10-month school calendar will be permitted to use the nine days deficit reduction leave at any time during the remaining 2011-2012 academic year and/or the 2012-2013 academic year.

21.2 Workforce Reduction Limitation

(a) For the term of the Agreement, only material or unanticipated changes in the State's fiscal circumstances, financial plan or revenue will result in potential layoffs.

(b) Workforce reductions due to the closure or restructuring of facilities, as authorized by legislation or Spending and Government Efficiency Commission determinations are excluded from these limitations.

— ARTICLE 22 —
PROTECTION OF EMPLOYEES

22.1(a) There shall be no loss of present employment by permanent employees as a result of the State's exercise of its right to contract out for goods and services.

(b) Notwithstanding the provisions of Article 22.1(a), permanent employees affected by the State's exercise of its right to contract out for goods and services will receive 60 days written notice of intended separation and will be offered a redeployment option as provided for in Appendix VI(A), but where such redeployment option is not able to be offered and where no displacement rights as provided for in Civil Service Law Sections 80 and 80-a are available, the affected permanent employee will be offered the opportunity to elect one of the following transition benefits:

(i) a financial stipend for an identified retraining or educational opportunity as provided for in Appendix VI(B); or

(ii) severance pay as provided for in Appendix VI(C); or

(iii) the employee opts for and obtains preferential employment with the contractor at the contractor's terms and conditions, if available.

(c)(1) The transition benefits set forth above shall not apply to an affected permanent employee, and the State's obligation under this Article to said employee shall cease, if an affected permanent employee declines a primary redeployment opportunity as provided for in Appendix VI(A), or if the affected permanent employee declines a displacement opportunity pursuant to his/her displacement rights as provided for in Civil Service Law Sections 80 and 80-a, in his/her county of residence or county of current work location.

(c)(2) An affected permanent employee who elects a transition benefit as provided for in Article 22.1(b) above, shall be eligible for placement on preferred lists and reemployment rosters as provided for in Civil Service Law Sections 81 and 81-a and other applicable Civil Service Laws, Rules and Regulations.

22.2 No permanent employees will suffer reduction in existing salary as a result of reclassification or reallocation of the position they hold by permanent appointment.

22.3(a) A State/PEF Employment Security Committee shall be established. The purpose of the Committee shall include, but not be limited to: study and attempt to resolve matters of mutual concern regarding work force planning; to participate in the development and implementation of strategies to provide continuity of employment and, when displacement of employees occurs, to participate in the development and implementation of strategies to ease the impact of such displacement. The Committee shall also review matters relative to redeployment of employees affected by the State's exercise of its right to contract out including, but not limited to: comparability determinations; vacancy availability; information sharing in hiring and redeployment; dispute resolution; Civil Service layoff procedures; and hardship claims from individual employees in the redeployment process. The Committee shall explore the viability of expanding the redeployment concept to other reductions in force. The Committee is not intended to be policy making or regulatory in nature, rather it is intended to be advisory on matters of work force planning.

(b) The Committee shall meet at least bimonthly unless the parties agree that such frequency is unnecessary. The Committee shall establish by agreement such operating procedures as it deems necessary to conduct its activities.

(c) The Committee shall use such funds as are made available to it by the Professional Development and Quality of Working Life Coordinating Committee for the study and analysis of programs or activities that can be utilized to avoid displacement of employees or to ease the impact of such displacement. When instances of possible displacement occur, the Committee shall recommend that these or other activities be undertaken and shall use such funds as are made available for such purposes by the Professional Development and Quality of Working Life Coordinating Committee to undertake such activities.

(d) In recognition that employment security and/or continuity are matters that may affect employees across negotiating unit lines, the Committee shall, where appropriate, act cooperatively with employment continuity committees established jointly by the State and other unions.

(e) The parties agree that the matter of the configuration of layoff units is an appropriate subject for discussion by the Committee.

— ARTICLE 23 —
LAYOFFS IN NON-COMPETITIVE CLASS

23.1 Permanent non-competitive class employees in this negotiating unit if laid off will be laid off within title on the basis of seniority, provided, however, that such employees shall not gain greater rights than they would have if they were covered by the provisions of Sections 80 and 81 of the Civil Service Law, and provided, further, however, that this provision does not extend to these employees coverage under Civil Service Law Section 75 or Article 33 of the Agreement with PEF.

23.2 Where under current layoff law and procedures permanent employees are to be laid off within a given layoff unit and there are provisional or temporary employees in the same title in another layoff unit not projected for layoff, such provisional or temporary employees will be displaced in order to provide continued employment for those affected permanent employees. The State will manage centrally the placement of the affected permanent employees.

23.3 Permanent non-competitive class employees with one year of continuous non-competitive service immediately prior to layoff shall be accorded the same rights at layoff as well as placement roster, preferred list and reemployment roster rights, as employees covered by Civil Service Law Sections 75.1(c), 80-a, 81, 81-a and 81-b.

— ARTICLE 24 —
LABOR/MANAGEMENT COMMITTEE PROCESS

24.1 The State and PEF have an interest in maximizing the effectiveness of operations, the delivery of quality services and the promotion of a satisfied work force. To further this interest, the parties endorse the labor/management committee process as an appropriate means to identify and understand workplace issues and develop viable solutions. The State and PEF intend to foster an ongoing, communicative relationship in which the parties are encouraged to speak freely and resolve issues within the labor/management forum. The State and PEF shall cooperate in using training and other mutually agreed upon methods, within available resources, to assist agency and local level labor/management committees to be more effective.

24.2 The Director of the ~~**Governor's**~~ Office of Employee Relations or the Director's designees shall meet with the President of PEF or the President's designees at mutually agreed upon times to discuss and attempt to resolve matters of mutual concern. At the request of the other party, each party shall submit a written agenda at least seven days in advance of the meeting. Meetings shall be held at least quarterly, subject to the agenda for any such meeting having been mutually agreed upon in advance.

The topics for this forum may include but will not be limited to total quality management methods, centralized travel management, expedited travel reimbursement, and issues referred by agency and local level labor/management committees.

24.3 Department or Agency Heads, or their designees, shall meet with PEF representatives periodically to discuss and attempt to resolve matters of mutual concern. Each party shall have discretion and authority to designate members of their respective teams. Such meetings shall be held at times mutually agreed to but shall be held no less frequently than twice each year. Subjects which may be discussed at such meetings may include, but are not limited to: questions concerning implementation and administration of this Agreement which are department or agency-wide in nature, continuity of employment, institution and administration of alternative work schedules, staff development and training issues, distribution and posting of Civil Service examination announcements, ridesharing/carpooling initiatives and other matters as mutually agreed. Written agenda shall be exchanged by the parties no less than seven days before the scheduled date of each meeting. Designees or other representatives at such meetings shall make their best efforts to be prepared and to have the authority to discuss and resolve agenda items. At the time of the meeting additional subjects for discussion may be placed on the agenda by mutual agreement.

An agency-level labor/management committee which has reviewed an issue but has been unable to agree on the disposition of that issue shall refer that issue to the State-level labor/management committee established in accordance with Section 24.2 above.

24.4 Facility or Institution Heads, or their designees, shall meet with PEF representatives periodically to discuss and attempt to resolve matters of mutual concern. Each party shall have discretion and authority to designate members of their respective teams. Such meetings shall be held at times mutually agreed to but shall be held no less frequently than twice each year. Subjects which may be discussed at such meetings may include, but are not limited to: questions concerning implementation and administration of this Agreement which are local in nature, questions concerning the scheduling of employee workdays within the established workweek, distribution and posting of Civil Service examination announcements, continuity of employment, institution and administration of alternative workweek schedules, staff development and training issues and other matters as mutually agreed. Written agenda shall be

exchanged by the parties no less than seven days before the scheduled date of each meeting. Designees or other representatives at such meetings shall make their best efforts to be prepared and to have authority to discuss and resolve agenda items. At the time of the meeting additional subjects for discussion may be placed on the agenda by mutual agreement.

In agencies and departments that do not operate facilities or institutions, the joint agency-level labor/management committee shall agree to a plan for establishment, continuation or modification of a local labor/management process within 90 calendar days of the ratification of this Agreement. In determining where local labor/management is appropriate, such plan shall take into consideration the number of employees at any given work location and the structure of the agency or department and its different functional units. The plan shall reflect the goal of resolving issues at the lowest level possible.

Where the parties cannot agree to a local labor/management plan within 90 calendar days of the ratification of this Agreement, the joint agency level labor/management committee shall participate in labor/management committee training sponsored by the joint State/PEF Professional Development Committee. Such training shall be arranged expeditiously by the joint State/PEF Professional Development Committee and be held within 30 calendar days of the Committee making trainers available for this purpose. Agency-level committees that fail to agree on a local labor/management plan following such training shall participate in additional training programs as prescribed by the joint State/PEF Professional Development Committee until such time that a mutually agreed upon local labor/management plan is adopted. Any such additional training shall be arranged expeditiously by the joint State/PEF Professional Development Committee and be held within 30 calendar days of the Committee making trainers available for this purpose.

A local-level labor/management committee which has reviewed an issue but has been unable to agree on the disposition of that issue shall refer that issue to the appropriate agency-level labor/management committee established in accordance with Section 24.3 above.

24.5 The results of a labor/management meeting held pursuant to this Article shall not contravene any term or provision of this Agreement or exceed the authority of the management at the level at which the meeting occurs. The results of such meetings may, by mutual agreement, be placed in writing in the form of memoranda or correspondence between the parties. Any written labor/management agreement shall specify a finite term for the agreement and procedures for ending the agreement prior to the expiration of its term. Additionally, labor/management agreements shall specify procedures, if any, for renewal following expiration. The results of labor/management meetings, including written labor/management agreements, shall not be subject to the provisions of Article 34, Grievance and Arbitration Procedure.

Disputes arising from an alleged failure to comply with a local-level labor/management agreement shall be referred to the appropriate agency-level labor/management committee for resolution. Such disputes that are not resolved by the agency-level labor/management committee, and disputes arising from an alleged failure to comply with an agency-level labor/management agreement, shall be referred to the State-level labor/management committee for resolution.

24.6 Consistent with the Appendix III side letter on labor/management training, the State and PEF agree to provide a joint labor/management training program in each year of the Agreement. It shall be developed and administered by the joint State/PEF Professional Development Committee and utilize funding of up to $200,000 per year drawn on monies appropriated pursuant to Article 15.4 of this Agreement. The money referenced in the above-referenced Appendix III side letter is the same money as referenced in this Article.

During the term of this Agreement, the joint State/PEF Professional Development Committee shall conduct an in-depth assessment of the effectiveness of current labor/management committee training programs and of critical gaps in such programs currently sponsored by the joint State/PEF Professional Development Committee. Tools to be used in this assessment include, but are not limited to, a survey to be jointly designed by the parties and distributed to union and management labor/management team leaders at the agency level. To facilitate discussion of how to strengthen the labor/management process, Agency level labor/management committees shall submit a joint response to this survey on forms to be furnished by the joint State/PEF Professional Development Committee. The findings shall be reported to the Director of the ~~**Governor's**~~ Office of Employee Relations and the President of the Public Employees Federation, AFL-CIO.

— ARTICLE 25 —
SENIORITY

25.1 Definition

For purposes of this Agreement, seniority shall be defined as the length of an employee's continuous State service, whether part-time or full-time, from the date of original appointment in the classified service on a permanent basis. An employee who has resigned and who has been reinstated or reappointed in the service within one year thereafter, if such reinstatement or reappointment occurred prior to April l, 1985, and within three (3) years thereafter, if such reinstatement or reappointment occurred on or after April 1, 1985, shall be deemed to have continuous service for purposes of determining seniority. A period of employment on a temporary or provisional basis or in the unclassified service, immediately preceded and followed by permanent service in the classified service shall not constitute an interruption of continuous service for determining seniority nor shall a period of authorized leave without pay or any period during which employees suspended from their position pursuant to Section 80 or Section 80-a of the Civil Service Law.

25.2 Application

(a) In the event that more employees request the same vacation time off than can be reasonably spared for operating reasons, vacation time off will be granted to such employees who can reasonably be spared, in order of seniority.

(b) Shift and pass day assignments shall not be made for the purpose of imposing discipline. When the qualifications, training or any other factors which best serve the interest of the service to be rendered (including the subspecialties within the professional, scientific or technical services to be rendered) are equal, seniority will be a factor in the assignment of shift, pass days, overtime and voluntary transfers.

(c) When the qualifications, training or any other factors which best serve the interest of the service to be rendered (including the subspecialties within the professional, scientific or technical services to be rendered) are equal, seniority will be the factor in the assignment of shift and pass days for employees serving in nurse titles only. Provided, however, that nothing contained herein shall limit the development of local or agency labor/management procedures regarding the selection of shifts and pass days.

25.3 As soon as practicable in advance of the abolishment of any positions filled by permanent competitive class appointments, the State shall provide PEF with seniority lists of employees in the title(s) and agency(s) affected. It is understood by the parties that failure to comply with this provision shall not constitute a basis for preventing or delaying the job abolishments, nor shall failure to comply entitle displaced employees to any compensation or other monetary benefits they would otherwise not have been entitled to receive.

— ARTICLE 26 —
INSTITUTION TEACHERS

26.1 School Calendars

Labor/management committees will discuss school calendars for institution teachers including their duration and their starting and ending dates.

26.2 Payroll

(a) Any full-time teacher in a State institution as defined in Section 136 of the Civil Service Law shall be given the option to receive biweekly salary payments either over the facility's academic year or over the calendar year.

(b) An eligible employee electing to receive salary payments over the calendar year shall notify the appropriate payroll office in writing between May 15 and June 15 of each year. Such election shall remain in each year unless the employee withdraws the election during the May 15-June 15 period of a subsequent year. Notifications shall be in effect for the entire school year and may not be withdrawn during the school year.

(c) The State agrees to continue, at the employee's option, the calendar year pay basis of institution teachers who opt to receive their biweekly salary payments over a calendar year rather than a facility's academic year and who experience a change in pay status (e.g., sick leave at half-pay, leave without pay, change in percentage of time worked, etc.) during the school year. The State will not require such employees to revert to being paid based on the facility's academic year at the time the change in pay status goes into effect. Manual pay adjustments will be made to keep such employees on the calendar-year pay basis following any change in pay status during the school year.

26.3 Special Holidays

Employees serving as institution teachers at times other than during the facility's academic year shall not lose pay for days which have been declared by the State, as employer, to be special holidays provided such employees were scheduled to work on such days.

26.4 Leave

Effective April 1, 1995, the State agrees to provide each institution teacher a maximum of three days of leave with pay during each school year for religious observance, teacher conferences, professional meetings, extraordinary or emergency absences or other personal use and effective with the beginning of the 2004-2005 school year, the State agrees to provide each institution teacher a maximum of four days of leave with pay during each school year for religious observance, teacher conferences, professional meetings, extraordinary or emergency absences or other personal use. Such leave shall be approved on request insofar as it would not interfere with the proper conduct of governmental functions. Employees on leave as provided above, shall not be required to make up such time off by adjustments in their daily or weekly work schedules. Institution teachers shall not be allowed any other time off with pay for such purposes except as provided by Section 12.15.

— ARTICLE 27 —
REIMBURSEMENT FOR PROPERTY DAMAGE

27.1(a) The State agrees to provide for the uniform administration of the procedure for reimbursement to employees for personal property damage or destruction as provided for by Subdivisions 12 and 12-c of Section 8 of the State Finance Law.

(b) The State agrees to provide for payments of up to that amount stated in Section 115, Subparagraph 3 of the State Finance Law out of local funds at the institution level as limited by Subdivision 12 of Section 8 of the State Finance Law.

(c) Allowances shall be based upon the reasonable value of the property involved and payment shall be made against a satisfactory release.

27.2 The State shall appropriate **~~$23,311~~ $24,981** for Fiscal Year **~~2019-2020~~ 2023-2024**, **~~$23,777~~ $25,730** for Fiscal Year **~~2020-2021~~ 2024-2025**, **and ~~$24,253~~ $26,502** for Fiscal Year **~~2021-2022~~ 2025-2026 ~~and $24,738 for Fiscal Year 2022-2023~~**, to be administered by the Comptroller, to reimburse employees for personal property damage or destruction not covered by the provisions of Subdivision 12 of Section 8 of the State Finance Law subject to the following:

(a) When investigation of a reported incident by the department or agency substantiates an employee's claim for reimbursement for personal property damage or destruction, incurred in the actual performance of work, where the employee was not negligent, the employee's claim shall be expedited in accordance with procedures established by the Comptroller and approved by the Division of the Budget. The procedures shall include the authority to adjust amounts of reimbursement. The maximum claim will be $350.

(b) Where practicable, upon request of the employee, and subject to availability of funds, the department or agency may make payment up to that amount stated in Section 115, Subparagraph 3 of the State Finance Law out of local funds, pursuant to Comptroller regulations.

27.3 Disputes regarding final disposition of claims under this Article shall not be arbitrable. The employee's recourse shall be the Court of Claims.

— ARTICLE 28 —
DISTRIBUTION OF DIRECTIVES, BULLETINS, OR INSTRUCTIONS

A copy of any directive, bulletin or instruction that is issued or published by an institution or facility for the information or compliance of all employees will be supplied to the local PEF designee.

— ARTICLE 29 —
EMERGENCY FIRST AID

At an institution or facility where appropriate medical staff and facilities are normally available, when a medical emergency resulting from an injury or sudden illness occurs to an employee while on the premises, the injured or ill employee should be given emergency first aid by any qualified staff member who is on duty and reasonably available from medical duties. The employee will be assisted in arranging transportation as necessary to a general hospital, clinic, doctor or other location for more complete treatment as appropriate.

— 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.

— ARTICLE 31 —
STANDBY ON-CALL ROSTERS

31.1(a) Nurses and nurse anesthetists who are required to be available for immediate recall and who must be prepared to return to duty within a limited period of time shall be listed on standby on-call assignment rosters. Recall assignments from such rosters shall be equitably rotated, insofar as it is possible to do so, among those employees qualified and normally required to perform the duties. The establishment of such rosters at a facility shall be subject to the approval of the department or agency involved and the Director of the Budget.

(b) All employees in positions allocated to or equated with grades 22 and below who are required to be available for immediate recall and who must be prepared to return to duty within a limited period of time shall be listed on standby on-call assignment rosters. Recall assignments from such rosters shall be equitably rotated, insofar as it is possible to do so, among those employees qualified and normally required to perform the duties. The establishment of such rosters at a facility shall be subject to the approval of the department or agency involved and the Director of the Budget.

31.2 The State shall provide an amount equal to 25 percent of the daily rate of compensation payable to employees in the titles in Section 31.1 of this Article which will be paid to such employees who are eligible to earn overtime for each eight hours or part thereof that the employees are actually scheduled to remain and do remain available for recall pursuant to such roster. In the event the employees are actually recalled to work, they will receive appropriate overtime or recall compensation as provided by law. Standby on-call payments pursuant to this Article shall be paid biweekly. Administration of such payments shall be at the rate of 1/10 of the biweekly rate of compensation and will include the geographic, location, inconvenience and shift pay as may be appropriate to the place or hours normally worked.

31.3 Employees who are recalled to work from a standby roster shall not be assigned "make-work" during such recall.

— ARTICLE 32 —
WORKWEEK AND WORKDAY

32.1 The normal work schedules of employees shall be as described below:

(a) For full-time employees not employed on a seasonal or field basis or in a facility where shift work is required or in a shift operation in a non-facility location – The normal workweek shall be Monday through Friday; the normal workday shall commence between 6:00 a.m. and 10:00 a.m.

(b) For full-time employees, except seasonal employees, employed in a facility where shift work is required or employed in a shift capacity in a location other than a facility – Wherever practicable and consistent with program needs, the workweek shall consist of five consecutive days of work followed by two consecutive days off. There shall be no restriction on the time of commencement of the workday.

(c) For full-time employees, except seasonal employees, employed in field positions – Wherever practicable and consistent with program needs, the normal workweek shall be Monday through Friday. There shall be no restriction on the time of commencement of the workday.

(d) For part-time employees and seasonal employees – Wherever practicable and consistent with program needs, the normal workweek shall consist of five consecutive days of work followed by two consecutive days off except where a different schedule has been established at the beginning of the part-time or seasonal employment. There shall be no restriction on the time of commencement of the workday.

32.2(a) Within 90 days of the execution of this Agreement, State departments and agencies shall prepare and furnish to the ~~**Governor's**~~ Office of Employee Relations and the President of PEF a written statement of workweeks or workdays in such departments which on the date of this Agreement differ from the normal workweek or workday.

(b) A work schedule established pursuant to Section 32.1 above or subsection 32.2(a) above may be changed with the consent of the employee(s) affected or in an emergency or as described below:

1. For full-time employees except those employed on a seasonal basis – After reasonable advance notice and consultation and a minimum of 30 days' advance notice, in writing, to the affected employee(s).

2. For part-time employees and seasonal employees – After a minimum of 48 hours' advance notice to the affected employees. Notification of such changes shall be made to PEF, and PEF shall be consulted with regard to the changes, except that such consultation may take place either before or after the change.

32.3 For the sole purpose of 32.2 above, the term "emergency" as used in this Agreement shall mean an unscheduled situation or circumstance which is expected to be of limited duration and either presents a clear and imminent danger to person or property, or is likely to interfere with the conduct of the agency's or institution's statutory mandates or programs.

32.4 There shall be no rescheduling of days off or tours of duty to avoid the payment of overtime compensation except upon two weeks' notice.

32.5 The lunch period of State employees shall not be extended for the purpose of increasing the working time of such employees.

32.6 Breaks in working hours of more than one hour shall not be scheduled in the basic workday of any employee whose position is allocated to Grades 22 or below without the consent of the employee affected.

32.7 The development, application and utilization of alternative work schedules shall be an appropriate subject for discussion at local-level and/or agency-level labor/management meetings held pursuant to Article 24.

— ARTICLE 33 —
DISCIPLINE

33.1 Applicability

The disciplinary procedure set forth in this Article shall be in lieu of the procedure specified in Sections 75 and 76 of the Civil Service Law and shall apply to all persons currently subject to Sections 75 and 76 of the Civil Service Law. In addition, it shall apply to those non-competitive class employees described in Section 75(1)(c) of the Civil Service Law who, since last entry into State service, have completed at least two years of continuous service in the non-competitive class, or who were appointed to a non-competitive class position as described in Section 75(1)(c) of the Civil Service Law on or after April 1, 1979, and have completed at least one year of continuous service in such position.

33.2 Purpose

The purpose of this Article is to provide a prompt, equitable and efficient procedure for the imposition of discipline for just cause. Both parties to this Agreement recognize the importance of counseling and the principle of corrective discipline. Prior to initiating formal disciplinary action pursuant to this Article, the appointing authority, or the authority's designee, is encouraged to resolve matters informally: provided, however, such informal action shall not be construed to be a part of the disciplinary procedure contained in this Article and shall not restrict the right of the appointing authority, or the designee, to consult with or otherwise counsel employees regarding their conduct or to initiate disciplinary action.

33.3 Employee Rights

(a) Employees may represent themselves or be accompanied for purposes of representation by PEF or an attorney, at meetings or hearings held pursuant to the disciplinary procedure set forth in Section 33.5, and when, as provided in subdivision (b) or (c) below, the employee is required to submit to an interrogation or requested to sign a statement. Unless the employee declines representation, a reasonable period of time shall be given to obtain a representative. If the employee requests representation and the employee or PEF fails to provide a representative within a reasonable period of time, the meetings or hearings under the disciplinary procedure may proceed, an interrogation as provided in subdivision (b) below may proceed, or, the employee may be requested to sign a statement as provided in subdivision (c) below. An arbitrator under this Article shall have the power to find that a delay in providing a representative may have been unreasonable. Where an employee elects to be represented by PEF exclusively, the PEF representative assigned by PEF, if a State employee, shall not suffer any loss of earnings or be required to charge leave credits for absence from work as a result of accompanying an employee for purposes of representation as provided in this subdivision.

(b) An "interrogation" shall be defined to mean the questioning of an employee who, at the time of the questioning, has been determined to be a likely subject for disciplinary action. The routine questioning of an employee by a supervisor or other representative of management to obtain factual information about an occurrence, incident or situation or the requirement that an employee submit an oral or written report describing an occurrence, incident or situation, shall not be considered an interrogation. If during the course of such routine questioning or review of such oral or written report, the questioner or reviewer determines that the employee is a likely subject for disciplinary action, the employee shall be so advised. An employee shall be required to submit to an interrogation by a department or agency (1) if the information sought is for use against such employee in a disciplinary proceeding pursuant to this Article, or (2) after a notice of discipline has been served on such employee, only if the employee has been notified, in

advance of the interrogation, of the rights to representation as provided in subdivision (a) above. If an employee is improperly subjected to interrogation in violation of the provisions of this subdivision (b), no information obtained solely through such interrogation shall be used against the employee in any disciplinary action. No recording device shall be used nor shall any stenographic record be taken during an interrogation unless the employee is advised in advance that a record is being made. A copy of any formal record shall be supplied to the employee upon request.

(c) No employee who has been served with a notice of discipline pursuant to Section 33.5, or who has been determined to be a likely subject for disciplinary action, shall be requested to sign any statement regarding a matter which is the subject of a disciplinary action under Section 33.5 of this Article unless offered the right to have a representative of PEF or an attorney present and, if he or she requests such representation, is afforded a reasonable period of time to obtain a representative. A copy of any statement signed by an employee shall be supplied to him/her. Any statements signed by an employee without having been so supplied to him/her may not subsequently be used in a disciplinary proceeding.

(d) In all disciplinary proceedings under Section 33.5, the burden of proof that discipline is for just cause shall rest with the employer. Such burden of proof, even in serious matters which might constitute a crime, shall be preponderance of the evidence on the record and shall in no case be proof beyond a reasonable doubt.

(e) An employee shall not be coerced, intimidated or caused to suffer any reprisals, either directly or indirectly, that may adversely affect wages or working conditions as the result of the exercise of the rights under this Article.

33.4 Suspension or Temporary Reassignment Before Notice of Discipline

(a) Prior to the service of a notice of discipline or the completion of the disciplinary procedure set forth in Section 33.5, an employee may be suspended without pay or temporarily reassigned by the appointing authority, or the authority's designee, in his/her discretion, only pursuant to paragraphs (1) and (2) of this subdivision.

(1) The appointing authority or his/her designee may, in his/her discretion, suspend an employee without pay or temporarily reassign him/her when a determination is made that there is probable cause that such employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with operations. A notice of discipline shall be served no later than five (5) calendar days following any such suspension or temporary reassignment.

(2) The appointing authority or his/her designee, in his/her discretion, may suspend without pay or temporarily reassign an employee charged with the commission of a crime. Within thirty (30) calendar days following a suspension under this paragraph, a notice of discipline shall be served on such employee or such employee shall be reinstated with back pay. Where the employee, who is charged with the commission of a crime is temporarily reassigned, the notice of discipline shall be served on such employee within seven (7) days after the disposition of the criminal charges as provided in the Criminal Procedure Law of the State of New York or the employee shall be returned to his/her regular assignment. Nothing in this paragraph shall limit the right of the appointing authority or his/her designee from taking disciplinary action while criminal proceedings are pending. Nothing in this paragraph shall preclude the application of the provisions in Article 33.4(b)(1).

(3) During the period of any suspension without pay pursuant to the provisions of this Section 33.4, the State shall continue the employee's and dependents' health insurance coverage that was in effect on the day prior to the first day of the suspension, and shall pay the employer's

share of any premium to maintain such coverage. Any such suspended employee shall be responsible for paying the employee's share of premium for such health insurance coverage. The State shall not be liable for payment of the employer's share of the health insurance premium for any period of time during which the suspended employee fails to pay the employee's share of the health insurance premium.

(4) In the case of any suspension without pay, the employee may be allowed to draw from accrued annual or personal leave credits, holiday leave or compensatory leave which shall be reinstated in the event that, in accordance with this Article, the suspension is deemed improper or the employee is found innocent of all allegations contained in the notice of discipline. The use of such credits shall be at the option of the employee. Such use of leave credits during suspension will not be available if the employee is offered a reassignment and declines.

(b) Temporary Reassignment

(1) Where the appointing authority has determined that an employee is to be temporarily reassigned pursuant to this Article, the employee shall be notified in writing of the location of such temporary reassignments and the fact that such reassignment may involve the performance of out-of-title work. The employee may elect in writing to refuse such temporary reassignment and be suspended without pay. Such election must be made in writing before the commencement of the temporary assignment. An election by the employee to be placed on a suspension without pay is final and may not thereafter be withdrawn. Once the employee commences the temporary assignment, no election is permitted.

(2) The fact that the State has temporarily reassigned an employee rather than suspending him/her without pay or the election by an employee to be suspended without pay rather than be temporarily reassigned shall not be considered by the disciplinary arbitrator for any purpose.

(3) Temporary reassignments under this Section shall not involve a change in the employee's rate of pay.

(c)(1) Suspensions without pay and temporary reassignments made pursuant to this Section shall be reviewable by a disciplinary arbitrator in accordance with provisions of Section 33.5 to determine whether the appointing authority had probable cause.

(2) Where an employee has been suspended without pay or temporarily reassigned he/she may, in writing, waive the agency or department level meeting at the time of filing a disciplinary grievance. In the event of such waiver, the employee shall file the grievance form within the prescribed time limits for filing a department or agency level grievance directly with the American Arbitration Association (AAA) in accordance with Section 33.5. The AAA shall give the case priority assignment and shall forthwith set the matter down for hearing to be held within 14 calendar days of the filing of the demand for arbitration. The time limits may not be extended.

(3) Where an employee is suspended without pay or temporarily reassigned, and the hearing will extend beyond one day, either party may authorize the arbitrator to issue an interim decision and award solely with respect to the issue of whether there was probable cause for the suspension or temporary reassignment, such request to be permitted at any time after the completion of the State's direct case.

(4) Within five (5) calendar days of any suspension without pay or temporary reassignment pursuant to this Section, the President of PEF or the President's designee shall be sent a notice advising him/her, in writing, of such suspension without pay or temporary reassignment. Such notice shall be sent by certified mail, return receipt requested.

(d) In the event of a failure to serve a notice of discipline within the time limits established in Section 33.4(a), the employee shall be deemed to have been suspended without pay as of the date of service of the notice of discipline or, in the event of a temporary reassignment, may return to his/her actual assignment until such notice is served. In the event of failure to notify the President of PEF or the President's designee of the suspension within the time period established in Section 33.4(c)(4), the employee shall be deemed to have been suspended without pay as of the date the notice is sent to the President of PEF or the President's designee.

33.5 Disciplinary Procedure

(a) Where the appointing authority or the authority's designee seeks to impose discipline, notice of such discipline shall be made in writing and served upon the employee. Discipline shall be imposed only for just cause. Disciplinary penalties may include a written reprimand, a fine not to exceed two weeks' pay, suspension without pay, demotion, restitution, dismissal from service, loss of leave credits or other privileges, or such other penalties as may be appropriate. The specific acts for which discipline is being imposed and the penalty or penalties proposed shall be specified in the notice. The notice shall contain a description of the alleged acts and conduct, including reference to dates, times and places. Two copies of the notice shall be served on the employee. Service of the notice of discipline shall be made by personal service or by certified mail, return receipt requested.

(b) The President of PEF or the President's designee shall be advised by certified mail, return receipt requested, of the name and work location of an employee against whom a notice of discipline has been served.

(c) The notice of discipline served on the employee shall be accompanied by a copy of this Article and a written statement1 that:

(1) the employee has a right to object by filing a disciplinary grievance within 14 calendar days;

(2) he/she has the right to have the disciplinary action reviewed by an independent arbitrator;

(3) the employee is entitled to be accompanied for the purposes of representation by PEF or an attorney at every step of the disciplinary proceeding;

(4) if a disciplinary grievance is filed, no penalty can be implemented unless the employee fails to follow the procedural requirements, or until the matter is settled, or until the arbitration procedure specified in subdivision (f) below, is completed.

(d) The penalty proposed by the appointing authority may not be implemented until (1) the employee fails to file a disciplinary grievance within 14 calendar days of the service of the notice of discipline, or (2) having filed a grievance, the employee fails to file a timely appeal as provided in subdivision (f) below or (3) the penalty is upheld or a different penalty is determined by the arbitrator to be appropriate, or (4) the matter is settled.

(e) If not settled or otherwise resolved, the notice of discipline may be the subject of a grievance before the department or agency head, or a designee, and shall be filed either in person or by certified mail, return receipt requested, by the employee or by the representative with the employee's consent, within 14 calendar days of service of the notice of discipline. If the disciplinary grievance is signed by the employee's representative, and the appointing authority or the designee of the appointing authority requests written confirmation of the employee's consent to the filing of the grievance, such written consent must be provided to the appointing authority or the designee of the appointing authority no later than three (3) days prior to the meeting. The employee shall be entitled to a meeting with the department or agency head, or a designee. The

meeting shall include an informal presentation by the department or agency head, or a designee, and by the employee, or a union representative, of relevant information concerning the acts or omissions specified in the notice of discipline, a general review of the evidence and defenses that will be presented if the matter proceeds to the next level, and a discussion of the appropriateness of the proposed penalty. The meeting need not involve the identification or presentation of prospective witnesses, the identification or specific description of documents, or other formal disclosure of evidence by either party. The meeting provided for herein may be waived, in writing, on the grievance form, only in accordance with Section 33.4(c)(2). A written response shall be rendered in person, or by certified mail, return receipt requested, no later than seven (7) calendar days after such meeting. If possible, the department or agency head, or a designee, should render the written response at the close of such meeting. When the department or agency head, or a designee, fails to issue a written response within seven (7) calendar days from such meeting, the grievant or the grievant's representative has the right to proceed directly to the next appropriate level by filing an appeal in accordance with subdivision (f).

(f) Disciplinary Arbitration

(1) If a disciplinary grievance is not settled or otherwise resolved, it may be appealed to independent arbitration. Such appeal must be filed with the American Arbitration Association by certified mail, return receipt requested, on a disciplinary grievance form, with a copy to the appointing authority, within 14 calendar days of service of the department or agency response. If there is no department or agency response received within 10 calendar days after the department or agency meeting, the appeal to arbitration must be filed within 24 calendar days of such meeting. If the appeal to arbitration is filed by the employee's representative, and the employee or employee's representative has not already furnished the employee's written consent, the appointing authority or the designee of the appointing authority may request written confirmation of the employee's consent to the filing of such appeal. Such written consent must be provided to the appointing authority or the designee of the appointing authority no later than five (5) days prior to the first day of the arbitration hearing.

(2) The disciplinary arbitrator shall hold a hearing within 14 calendar days after his/her selection. A decision shall be rendered within seven (7) calendar days of the close of the hearing or within seven (7) calendar days after receipt of the transcript, if either party elects a transcript as provided in paragraph (8), or within such other period of time as may have been mutually agreed to by the department or agency and the grievant or his/her representative.

(3) Protection of Patient or Client Witnesses

(i) A patient or client witness will be protected, when giving testimony in a disciplinary arbitration hearing, by shielding the employee from view, in one of the following ways:

- use of a portable screen or partition consisting of one-way glass; or
- use of a closed circuit television in a live transmission with the employee in a separate room and the arbitrator, the representatives and the witness(es) in another room; or
- use of a one-way mirrored room with the employee in a separate room with the ability to view and hear the proceedings; or
- in a manner comparable and as effective as one of the above-stated.

A patient or client witness will be shielded in one of the described ways when a certified or licensed professional determines that there is a need for such protection for the patient or client witness. A determination that there is a need for such protection is not subject to review.

(ii) Additionally, where the employee is in a separate room during the arbitration hearing, a method of communication will be provided for the employee to communicate with his/her representative.

(4) Disciplinary arbitrators shall render determinations of guilt or innocence and the appropriateness of proposed penalties, and shall have the authority to resolve a claimed failure to follow the procedural provisions of this Article. Disciplinary arbitrators shall neither add to, subtract from nor modify the provisions of this Agreement.

(5) The disciplinary arbitrator's decision with respect to guilt or innocence, penalty, probable cause for suspension, or temporary reassignment, if any, and a claimed failure to follow the procedural provisions of this Article, shall be final and binding on the parties. If the arbitrator, upon review, finds probable cause for suspension without pay, he/she may consider such suspension in determining the penalty to be imposed. Upon a finding of guilt the disciplinary arbitrator has full authority, if he/she finds the penalty or penalties proposed by the State to be inappropriate, to devise an appropriate penalty including, but not limited to, ordering reinstatement and back pay for all or part of any period of suspension. The amount of any back pay award shall be reduced by the amount of any unemployment compensation benefits and any outside earnings paid to the employee during the time period for which back pay is awarded. For the purpose of this paragraph, "outside earnings" shall mean monies paid for work performed during those hours the employee would have been scheduled to work for the appointing authority had no suspension occurred. Nothing contained in this paragraph shall apply to settlements achieved pursuant to Section 33.6, Settlements. Under any such settlement, the amount of back pay, if any, and any offset thereto shall be determined by the parties as part of the settlement.

(6) The State and PEF agree that the American Arbitration Association (AAA) shall administer the panel of disciplinary arbitrators, unless during the term of this Agreement the parties by mutual agreement develop a procedure for the joint administration of the panel of disciplinary arbitrators. The State and PEF shall jointly develop a statement of special procedures and instructions to be followed by AAA and by disciplinary arbitrators. Pending the development of this statement, the instructions to the arbitrators, dated March 15, 1978, as amended, shall be considered to be in effect in this unit. The composition of the panel of arbitrators shall be agreed to by the State and PEF and such panel shall serve for the term of this Agreement. In those cases involving an allegation of patient, client, resident or similar abuse, the AAA must appoint the disciplinary arbitrator from a Select Panel of Arbitrators jointly agreed to by the State and PEF for the term of this Agreement. Notices of discipline in which the alleged misconduct includes matters that the appointing authority considers to fall within the jurisdiction of the Select Panel of Arbitrators shall state in their text that this disciplinary action, if appealed to arbitration, shall be appealed to an arbitrator appointed from the Select Panel of Arbitrators. Disciplinary arbitrators on the Select Panel shall receive special training regarding patient abuse and the disciplinary process. The special training shall be jointly sponsored by the State and PEF and provided through the AAA.

(7) All fees and expenses of the arbitrator, if any, shall be divided equally between the appointing authority and PEF or the employee if not represented by PEF. Each party shall bear the costs of preparing and presenting its own case. The estimated arbitrator's fees and estimated expenses may be collected in advance of the hearing. When such request for payment is made and not satisfied as required, the grievance shall be deemed withdrawn.

(8) Either party wishing a transcript at a disciplinary arbitration hearing may provide for one at its own expense and shall provide a copy to the arbitrator and the other party without cost.

(g) The agency or department head or a designee has full authority, at any time before or after the notice of discipline is served by an appointing authority or a designee, to review such notice and the proposed penalty and to take such action as he/she deems appropriate under the circumstances in accordance with this Article including, but not limited to, determining whether a notice should be issued, amendment of the notice no later than the issuance of the agency response, withdrawal of the notice or a reduction of the proposed penalty.

(h) An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one year prior to the notice of discipline. The employee's entire record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

33.6 Settlements

A disciplinary matter may be settled at any time following the service of the notice of discipline. The terms of the settlement shall be agreed to in writing. Before executing such settlement, an employee shall be advised of the right to have a PEF representative or an attorney present and, if such representation is requested, shall be afforded a reasonable period of time to obtain representation. A settlement entered into by an employee, the PEF representative or an attorney, on behalf of the employee, shall be final and binding on all parties. Within five (5) calendar days of any settlement, the President of PEF or the President's designee shall be sent a notice advising him/her, in writing, of the settlement. Such notice shall be sent by certified mail, return receipt requested.

33.7 Definitions

(a) As used in this Section, "days" shall mean calendar days unless otherwise specified.

(b) "Service" shall be complete upon personal delivery or, if it is made by certified mail, return receipt requested, it shall be complete upon the date the employee or any other person accepting delivery has signed the return receipt or when the letter is returned to the appointing authority undelivered.

(c) "Filing" shall be complete upon actual receipt or, if certified mail, return receipt requested, is used, upon the date of mailing appearing on the postal receipt.

33.8 Timeliness

In the event of a question of timeliness of any disciplinary grievance or appeal to arbitration, the date of actual receipt shall be determinative when personal delivery is used and the date of mailing appearing on the postal receipt shall be determinative when certified mail, return receipt requested, is used.

33.9 Time Limits

Except as provided in Section 33.4(c)(2), time limits contained in this Article may be waived by mutual agreement of the parties. Any such agreement must be in writing.

33.10 Changes in shift, pass day, job assignment, or transfer or reassignment to another facility, work location or job station may not be made for the sole purpose of imposing discipline unless imposed pursuant to the provisions of Section 33.5, provided, however, that temporary reassignments may be made pursuant to Section 33.4.

— ARTICLE 34 —
GRIEVANCE AND ARBITRATION PROCEDURE

34.1 Definition of Grievance

(a) A contract grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. Other disputes which do not involve the interpretation, application, or claimed violation of a specific term or provision of this Agreement including matters as to which other means of resolution are provided or foreclosed by this Agreement, or by statute or administrative procedures applicable to the State, shall not be considered contract grievances. A contract grievance does not include matters involving the interpretation, application or claimed violation of an agreement reached pursuant to any previously authorized departmental negotiations.

(b) Any other dispute or grievance concerning a term or condition of employment which may arise between the parties or which may arise out of an action within the scope of authority of a department or agency head and which is not covered by this Agreement shall be processed up to and including Step 3 of the grievance procedure, except those issues for which there is a review procedure established by law or, pursuant to rules or regulations filed with the Secretary of State.

34.2 Requirements for Filing Contract Grievances

(a) A contract grievance shall be submitted, in writing, on forms to be provided by the State.

(b) Each contract grievance shall identify the specific provision of the Agreement alleged to have been violated, and shall contain a short plain statement of the grievance, the facts surrounding it, and the remedy sought.

(c) If the contract grievance identifies Article 45, Benefits Guaranteed, as the provision allegedly violated, the particular law, rule or regulation at issue shall be specified.

34.3 Representation

(a) PEF shall have the exclusive right to represent any employee or employees, upon their request, at any Step of the grievance procedure, provided, however, individual employees may represent themselves in processing grievances at Steps 1 through 2.

(b) PEF shall have the right to initiate at Step 2 a grievance involving employees: (1) of an entire department or agency; (2) at more than one facility or institution of a department or agency; and/or, (3) at more than one geographically distinct work location (e.g., region) if a separate representative has been designated by the department or agency to hear Step 1 grievances at each of the work locations. PEF shall have the right to initiate at Step 3 a grievance involving employees at more than one department or agency. Any such grievance shall identify the act or omission giving rise to the grievance, shall identify the specific issue in the grievance, shall describe the common characteristic(s) of the employees that cause the employees to have been similarly affected by the act or omission giving rise to the grievance, shall specify the names of such employees if possible or, where the names cannot be specified, shall contain a description of the "class." Such description shall include such information as is appropriate and necessary to identify the employees who have been affected in the same manner by the act or omission giving rise to the grievance including, where relevant, but not limited to, title, occupational category, work location, hours of work, length of service or other characteristics common to the class.

(c) The State shall have the right to initiate grievances against PEF at Step 4.

34.4 Grievance Steps

Prior to initiating a formal written grievance pursuant to this Article, an employee or PEF is encouraged to resolve disputes subject to this Article informally with the appropriate immediate supervisor.

(a) Step One: The employee or PEF shall present the grievance to the facility or institution head or a designated representative not later than 30 calendar days after the date on which the act or omission giving rise to the grievance occurred. The facility or institution head or designated representative shall meet with the employee or PEF and shall issue a short plain written statement of reasons for the decision to the employee or PEF not later than 20 working days following the receipt of the grievance.

(b) Step Two: An appeal from an unsatisfactory decision at Step 1 shall be filed by the employee or PEF, on forms to be provided by the State, with the agency or department head or the designee within 10 working days of the receipt of the Step 1 decision. Such appeal shall be in writing and shall include a copy of the grievance filed at Step 1, a copy of the Step 1 decision and a short plain written statement of the reasons for disagreement with the Step 1 decision. The agency or department head or a designee shall meet with the employee or PEF for a review of the grievance and shall issue a short, plain written statement of reasons for the decision to the employee and to the President of PEF or the President's designee no later than 20 working days following receipt of the Step 1 appeal.

(c) Step Three: An appeal from an unsatisfactory decision at Step 2 shall be filed by PEF through its President or the President's designee, on forms to be provided by the State with the Director of the ~~Governor's~~ Office of Employee Relations, or the Director's designee, within 30 working days of the receipt of the Step 2 decision. Such appeal shall be in writing, and shall include a copy of the grievance filed at Step 1, and a copy of all prior decisions and appeals, and a short, plain written statement of the reasons for disagreement with the Step 2 decision. The Director of the ~~Governor's~~ Office of Employee Relations, or the Director's designee, shall issue a short, plain written statement of reasons for the decision within 30 working days after receipt of the appeal. A copy of said written decision shall be forwarded to the President of PEF, or the President's designee.

(d) Step Four: Arbitration:

(1) Contract grievances which are appealable to arbitration pursuant to the terms of this Article may be appealed to arbitration by PEF, by its President or the President's designee, by filing a demand for arbitration upon the Director of the ~~Governor's~~ Office of Employee Relations within 15 working days of the receipt of the Step 3 decision. If the Step 3 decision has not been issued within the time period for the issuance of such decision, a demand for arbitration may be filed by the President of PEF or the President's designee at any time after expiration of the time period established for the issuance of the Step 3 decision, except that in no case may a demand for arbitration be filed later than 15 working days after receipt of the Step 3 decision.

(2) The demand for arbitration shall identify the grievance, the department or agency involved, the employee or employees involved, and the specific term or provision of the Agreement alleged to have been violated.

(3) Within a reasonable time after the effective date of this Agreement, the Director of the ~~Governor's~~ Office of Employee Relations and the President of PEF, or their designees, shall meet to agree upon a panel of arbitrators selected from lists submitted by the parties. The composition of the panel of arbitrators shall be agreed to by the State and PEF and such panel shall serve for the term of this Agreement. After receipt of the demand for arbitration, the parties shall meet to select an arbitrator from this panel. The essential method of selection of the arbitrator for a particular case shall be by agreement and, if the parties are unable to agree, the

arbitrator shall be assigned from this panel on a rotating basis. Initial assignment for rotation shall be determined by lot.

(4) Arbitrators shall have no power to add to, subtract from or modify the terms or provisions of this Agreement. They shall confine their decision and award solely to the application and/or interpretation of this Agreement. The decision and award of the arbitrator shall be final and binding consistent with the provisions of CPLR Article 75.

(5) Arbitrators shall confine themselves to the precise issue or issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to them nor shall they make observations or declarations of opinion which are not essential in reaching the determination.

(6) All fees and expenses of the arbitrator shall be divided equally between parties. Each party shall bear the cost of preparing and presenting its own case.

(7) Any party requesting a transcript at an arbitration hearing may provide for one at its expense and, in such event, shall provide a copy to the arbitrator and the other party without cost.

(8)(a) The arbitration hearing shall be held within 60 working days after receipt of the demand for arbitration or as soon thereafter as is practicable.

(b) The arbitration decision and award shall be issued within 30 calendar days after the hearing is closed by the arbitrator.

(e) Triage and Expedited Arbitration

To provide a more expeditious alternative to the traditional grievance and arbitration procedure, there shall also be a triage and expedited arbitration procedure. The terms of that procedure, as described in the Memorandum of Understanding regarding Triage and Expedited Arbitration are incorporated herein by reference.

34.5 Procedures Applicable to Grievance Steps

(a) Steps 1 and 2 shall be informal and the grievant and/or PEF shall meet with the appropriate step representative for the purpose of discussing the grievance, and attempting to reach a resolution.

(b) No transcript is required at any step. However, either party may request that the review at Step 2 only be tape recorded at its expense and shall provide a copy of such tape recording to the other party.

(c) Step 3 is intended primarily to be a review of the existing grievance file; provided, however, that additional exhibits and evidence may be submitted in writing.

(d) Any meeting required by this Article may be mutually waived.

(e) All of the time limits contained in this Article may be extended by mutual agreement. Extensions shall be confirmed in writing by the party requesting them. Upon failure of the State, or its representatives, to provide a decision within the time limits provided in this Article, the grievant or PEF, as appropriate at each step, may appeal to the next step. Upon failure of the grievant, or the grievant's representative, to file an appeal from a written decision issued by the State or its representatives within the time limits provided in this Article, the grievance shall be deemed withdrawn.

(f) A settlement of or an award upon a contract grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than 30 days prior to the date the contract grievance was first presented in accordance with this Article, or the date the contract grievance occurred, whichever is the later date.

(g) A settlement of a contract grievance in Steps 1 through 3 shall constitute precedent in other and future cases only if the Director of the ~~Governor's~~ Office of Employee Relations and the President of PEF agree, in writing, that such settlement shall have such effect.

(h) The State shall supply in writing, with each copy of each step response, the name and address of the person to whom any appeal must be sent, and a statement of the applicable time limits for filing such an appeal.

(i) All contract grievances, appeals~~,~~ **and** responses ~~and demands for arbitration~~ **at Steps 1 and 2** shall be submitted by certified mail, return receipt requested, or by personal service. **All appeals and responses at Steps 3 and 4 shall be submitted via electronic mail, certified mail or by personal service.** ~~**All time limits set forth in this Article shall be measured from the date of certified mailing or of receipt by personal service.**~~ Where submission is by certified mail, the date of ~~**mailing**~~ **filing** shall be that date appearing on the postal receipt~~.~~**; where submission is by electronic mail, the date of filing shall be the time/date stamp of the sent electronic mail message and where submission is by personal service, the date of filing shall be the date of receipt by personal service. Where submission is by electronic mail, materials sent by midnight Eastern Standard Time shall be considered filed that working day and received the next working day. Electronic mail filings shall be available within 90 days of ratification of this Agreement. Within 60 days of ratification of this Agreement, the State and PEF shall provide each other with notice of the official electronic mailbox addresses for Steps 3 and 4 filings/appeals/responses.** During the term of this Agreement, the parties shall meet and discuss whether implementation of a pilot program for the electronic transmittal of grievance submission and responses at ~~**any or all**~~ Steps **1 and 2** of the grievance and arbitration procedure set forth in this Article is feasible and otherwise appropriate. If the parties are unable to negotiate an agreement regarding implementation of such a pilot program, they shall continue to submit ~~**the above-listed**~~ **Steps 1 and 2** filings by certified mail, return receipt requested **or by personal service**.

(j) Working days shall mean Monday through Friday, excluding holidays, unless otherwise specified, and days shall mean calendar days.

(k) The State and PEF shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to establish a special appropriation fund to be administered by the Department of Audit and Control to provide for prompt payments of settlements reached or arbitration awards issued pursuant to this Article.

(l) The purpose of this Article is to provide a prompt, equitable and efficient procedure to review grievances filed by an employee or PEF. Both the State and PEF recognize the importance of the reasonable use of and resort to the procedure provided by this Article and the timely issuance of decisions to filed grievances among other aspects of the procedure provided by this Article. Representatives of the ~~**Governor's**~~ Office of Employee Relations and PEF shall meet at mutually agreed upon times to discuss and take the necessary steps to resolve matters of mutual concern in the implementation and administration of this procedure.

(m) A claimed failure to follow the procedural provisions of Article 33, Discipline Procedure, shall be reviewable in accordance with the provisions contained in that Article.

(n) Following issuance of the decision at Step 2 but prior to the appeal by PEF to Step 3, a grievance may be amended to specify a different term or provision of the Agreement alleged to have been violated than specified at the submission of the grievance at Step 1. The amended grievance shall be forwarded by PEF to the agency or department head or the designee within 30 working days of the receipt of the Step 2 decision. Such amendment shall be in writing, and shall include a copy of the grievance filed at Step 1, a copy of all prior decisions and appeals,

including the Step 2 decision, and a short, plain written statement noting the new term or provision of the Agreement alleged to have been violated. The agency or department head or a designee shall issue a short, plain written statement of reasons for the decision with respect to the new term or provision of the Agreement to the President of PEF no later than 20 working days following receipt of the amended grievance. In addition to the above process, a grievance at Step 2 may be amended by mutual consent of the parties. ~~**Upon implementation of electronic grievance submission pursuant to Article 34.5(i) above, grievances shall no longer be amended in accordance with the foregoing. Rather, grievances may thereafter be amended to specify different terms or provisions of the Agreement alleged to have been violated in conjunction with an appeal to Step 3. Such amendment shall be in writing, and shall include the documentation required by 34.4(c), and a statement noting the new terms or provisions of the Agreement alleged to have been violated.**~~ No other amendment(s) to the grievance shall be permitted except upon consent.

— ARTICLE 35 —
RESIGNATION

35.1 Employees who are advised that they are alleged to have been guilty of misconduct or incompetency and who are therefore requested to resign shall be given a statement written on the resignation form that:

1. They have a right to consult a representative of PEF or an attorney or the right to decline such representation before executing the resignation, and a reasonable period of time to obtain such representation, if requested, will be afforded for such purpose;
2. They may decline the request to resign and that in lieu thereof, a notice of discipline must be served upon them before any disciplinary action or penalty may be imposed pursuant to the procedure provided in Article 33 of the Agreement between the State and PEF;
3. In the event a notice of discipline is served, they have the right to object to such notice by filing a grievance;
4. The disciplinary arbitration procedure includes binding arbitration as the final step;
5. They would have the right to representation by PEF or an attorney at every step of the procedure; and,
6. They have the right to refuse to sign the resignation and their refusal in this regard cannot be used against them in any subsequent proceeding.

35.2 A resignation which is requested and secured in a manner which fails to comply with this procedure shall be null and void.

35.3 Unauthorized Absence

(a) Employees absent from work without authorization for 10 consecutive workdays shall be deemed to have resigned from their positions if they have not provided a satisfactory explanation for such absence on or before the eleventh workday following the commencement of such unauthorized absence.

(b) Within 20 calendar days commencing from the 10th consecutive day of absence from work without authorization, such employees may submit an explanation concerning their absence, to the appointing authority. The burden of proof shall be upon the employees to establish that it was not possible for them to report to work or notify the appointing authority, or the appointing authority's designee, of the reason for their absence. The appointing authority shall issue a short response, within five (5) calendar days after receipt of such explanation. If the employees are not satisfied with the response, PEF, upon the employees' request, may appeal the appointing authority's response to the ~~**Governor's**~~ Office of Employee Relations, within five (5) calendar days after receipt of the appointing authority's response. The Director of the ~~Governor's~~ Office of Employee Relations, or the Director's designee, shall issue a written response within five (5) calendar days after receiving such appeal. The procedure contained in this subsection shall not be arbitrable.

— ARTICLE 36 —
NO DISCRIMINATION

36.1 PEF agrees to continue to admit all employees to membership and to represent all employees without regard to race, creed, color, national origin, age, sex or handicap.

36.2 The State agrees to continue its established policy against all forms of illegal discrimination with regard to race, creed, color, national origin, sex, age or handicap, or the proper exercise by an employee of the rights guaranteed by the Public Employees' Fair Employment Act.

36.3 The State and PEF shall form a Joint Affirmative Action Advisory Committee which shall develop appropriate recommendations on matters of mutual interest in the areas of equal employment and affirmative action.

—ARTICLE 37 —
INDEMNIFICATION

37.1 Pursuant to Section 24 of the Correction Law and Section 19.14 of the Mental Hygiene Law, no civil action shall be brought in any court of the State, except by the Attorney General on behalf of the State, against any officers or employees of the Office of **Addiction Services and Supports** ~~Alcoholism and Substance Abuse Services~~ who are charged with the duties of securing custody of a drug dependent person or a person in need of care and treatment for alcoholism, or against any officers or employees of the Department of Corrections and Community Supervision in their personal capacity for damages arising out of any act done or the failure to perform any act within the scope of employment and in the discharge of duties by any such officers or employees. Any claim for damages arising out of any act done or the failure to perform any acts within the scope of the employment and in the discharge of the duties of such officers or employees shall be brought and maintained in the Court of Claims as a claim against the State.

37.2 The Employer shall continue the existing policies as established by Section 19.14 of the Mental Hygiene Law. Pursuant to said Section 19.14 of the Mental Hygiene Law, the State shall save harmless and indemnify those officers and employees specified in Article 37.1 from financial loss resulting from a claim filed in a court of the United States for damages arising out of an act done or the failure to perform any act that was (1) within the scope of the employment and in the discharge of the duties of such officer or employee, and (2) was not in violation of any rule or regulation of the Office of **Addiction Services and Supports** ~~Alcoholism and Substance Abuse Services~~ or of any statute or governing case law of the State or of the United States at the time the alleged damages were allegedly sustained; provided that the officer or employee shall comply with the provisions of Subdivision four of Section 17 of the Public Officers Law.

The provisions of Section 19.14 of the Mental Hygiene Law shall supplement, and be available in addition to, the provisions of Section 17 of the Public Officers Law and, insofar as said Section 19.14 is inconsistent with Section 17 of the Public Officers Law, the provisions of said Section 19.14 shall be controlling.

The provisions of said Section 19.14 shall not be construed in any way to impair, modify or abrogate any immunity available to any officer or employee of the officer under the statutory or decisional law of the State or the United States.

37.3 The Employer acknowledges its obligation to provide for the defense of its employees, and to save harmless and indemnify such employees from financial loss as hereinafter provided, to the broadest extent possible consistent with the provisions of Section 17 of the Public Officers Law in effect upon the date of the execution of this Agreement.

37.4 The Employer agrees to provide for the defense of employees as set forth in Subdivision two of Section 17 of the Public Officers Law in any civil action or proceeding in any State or Federal court arising out of any alleged act or omission which occurred or is alleged in the complaint to have occurred while employees were acting within the scope of their public employment or duties, or which is brought to enforce a provision of Section 1981 or 1983 of title forty-two of the United States Code. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or on behalf of the State, provided further, that the duty to defend or indemnify and save harmless shall be conditioned upon (1) delivery to the Attorney General or an assistant attorney general at an office of the Department of Law in the State by the employees of the original or a copy of any summons, complaint, process, notice, demand or pleading within five days after they are served with such document, and (2) the full cooperation

of such employees in the defense of such action or proceeding and in defense of any action or proceeding against the State based upon the same act or omission, and in the prosecution of any appeal. Such delivery shall be deemed a request by such employees that the State provide for their defense pursuant to this Section.

37.5 The Employer agrees to indemnify and save harmless its employees as set forth in subdivision three of Section 17 of the Public Officers Law in the amount of any judgment obtained against such employees in any State or Federal court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or settlement arose occurred while the employees were acting within the scope of their public employment or duties. The duty to indemnify and save harmless prescribed by this Section shall not arise where the injury or damage resulted from intentional wrongdoing on the part of the employees, provided further, that nothing contained herein shall authorize the State to indemnify or save harmless an employee with respect to fines or penalties, or money recovered from an employee pursuant to Article 7-A of the State Finance Law.

37.6 Employees shall inform their supervisor when they request a legal defense or seek indemnification from the Attorney General under paragraphs 37.3, 37.4 or 37.5 above. In addition, paragraphs 37.3, 37.4 and 37.5 of this Article shall not apply to employees of the Department of Corrections and Community Supervision or the Office of **Addiction Services and Supports** ~~Alcoholism and Substance Abuse Services~~ to the extent they are covered by paragraphs 37.1 and/or 37.2 of this Article.

37.7 The Employer agrees to reimburse its employees to the broadest extent possible consistent with the provisions of Section 19 of the Public Officers Law in effect upon the date of the execution of this Agreement. Upon compliance by the employee with subdivision 3 of Section 19 of the Public Officers Law, it shall be the duty of the State to pay reasonable attorneys' fees and litigation expenses incurred by or on behalf of an employee in his/her defense of a criminal proceeding in a State or Federal court arising out of any act which occurred while such employee was acting within the scope of his/her public employment or duties upon his/her acquittal or upon the dismissal of the criminal charges against him/her or reasonable attorneys' fees incurred in connection with an appearance before a grand jury which returns no true bill against the employee where such appearance was required as a result of any act which occurred while such employee was acting within the scope of his/her public employment or duties unless such appearance occurs in the normal course of the public employment or duties of such employee.

Upon the application for reimbursement for reasonable attorneys' fees or litigation expenses, or both, made by or on behalf of an employee as hereinbefore provided, the Attorney General shall determine, based upon his investigation and his review of the facts and circumstances, whether such reimbursement shall be paid. The Attorney General shall notify the employee in writing of such determination. Upon determining that such reimbursement should be provided, the Attorney General shall so certify to the Comptroller. Upon such certification, reimbursement shall be made for such fees or expenses, or both, upon the audit and warrant of the Comptroller. Any dispute with regard to entitlement to reimbursement or the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by a court of competent jurisdiction upon appropriate motion or by way of a special proceeding.

Reimbursement of reasonable attorneys' fees or litigation expenses, or both, by the State as prescribed by this Section shall be conditioned upon (1) delivery to the Attorney General or an assistant attorney general at an office of the Department of Law in the State by the employee of a written request for reimbursement of expenses together with, in the case of a criminal

proceeding, the original or a copy of an accusatory instrument within 10 days after he/she is arraigned upon such instrument or, in the case of a grand jury appearance, written documentation of evidence of such appearance and (2) the full cooperation of the employee in defense of any action or proceeding against the State based upon the same act, and in the prosecution of any appeal.

— ARTICLE 38 —
OVERTIME MEAL ALLOWANCES

38.1 Overtime meal allowances shall be paid, subject to rules and regulations of the Comptroller, to employees when it is necessary and in the best interest of the State for such employees to work at least three hours overtime on a regular working day or at least six hours overtime on other than a regular working day. Employees working at least six hours overtime on a regular working day or at least nine hours overtime on other than a regular working day shall receive two overtime meal allowances.

38.2 The overtime meal allowance for employees in this unit shall be $6.00.

38.3 Part-time employees shall be eligible for payment of an overtime meal allowance when they meet all other eligibility criteria for such payment and, on either a regularly scheduled workday or a day other than a regularly scheduled workday, work the same number of hours as a full-time employee would be required to work on such day to be eligible for payment of an overtime meal allowance.

— ARTICLE 39 —
CLINICAL PRIVILEGING AND CREDENTIALING

No plan for "clinical privileging" or "credentialing" established by any department, agency or institution shall contain any provision that conflicts with any Article or Section of this Agreement.

— ARTICLE 40 —
CREDIT UNION SPACE

The State agrees to grant to credit unions of State employees occupying space in office buildings of the State on April 1, 1973 the use of their existing space without rental or other charge during the continuance of their services as such credit union and during the State's occupancy of the building, subject to their compliance with all appropriate rules and requirements of the building operation and maintenance. In consideration of said continuance of existing occupancy by credit unions, PEF expressly agrees that no claim by any credit union or other organization of State employees for any additional space under the jurisdiction or control of the State, except relocations of such credit unions to equivalent space in other State-owned buildings, shall hereafter constitute a term or condition of employment under any agreement between PEF and the State pursuant to Article 14 of the Civil Service Law.

— ARTICLE 41 —
PAYROLL

41.1 Computation on 10-day Basis

Employees' salary payments will continue to be calculated on an appropriate 10 working day basis.

41.2 Delivery and Dating of Checks

(a) Paychecks issued to employees paid from the "institutional payroll" will be dated and, absent unavoidable circumstances, delivered no later than the Thursday following the end of the payroll period.

(b) Paychecks issued to employees paid from the "administrative payroll" will be dated and, absent unavoidable circumstances, delivered no later than the Wednesday of the end of the payroll period.

(c) All employees hired after ratification of this Agreement shall receive salary payments through electronic funds transfer.

41.3 Deductions for Employee Credit Unions

(a) The State will continue to deduct from the salary of an employee an amount authorized in writing by such employee, within the minimum and maximum amounts to be specified by the Comptroller, for payments to bona fide credit unions for appropriate purposes and to transmit the sum so deducted to such credit unions. Any such written authorization may be withdrawn by such employee at any time upon filing of written notice of such withdrawal with the Comptroller. Such deductions shall be in accordance with rules and regulations of the Comptroller not inconsistent with the law as may be necessary for the exercise of ~~his~~ **their** authority under this Section.

(b) Such rules and regulations may include requirements insuring that computations and other appropriate clerical work shall be performed by the credit union, limiting the frequency of changes in the amount of payroll deductions, indemnifying the State and establishing minimum membership standards so that payroll deductions are practicable and feasible.

41.4 The State will continue to provide the salary and deduction information on payroll statements to employees paid through the machine payroll procedure as is provided at the time of the execution of this Agreement.

— ARTICLE 42 —
CAREER MOBILITY OFFICE

42.1 The Director of the ~~**Governor's**~~ Office of Employee Relations and the President of PEF shall each appoint three designees to serve on the Advisory Board of the Career Mobility Office (CMO). The CMO Advisory Board shall meet quarterly to review activities of the CMO and provide feedback regarding the scope and utility of services delivered by the CMO.

42.2 The CMO shall be funded in the amount of $260,000 ~~**in**~~ each year ~~**of the Agreement**~~ in order to fund programs and staffing of the CMO ~~**in each year of the Agreement**~~. Such funding is already contained within the Article 14 appropriation and shall be transferred to the CMO at the beginning of each fiscal year covered by this Agreement.

— ARTICLE 43 —
PRINTING OF AGREEMENT

The State shall determine the need for printing and furnishing copies of this Agreement to representatives of management. PEF shall determine the need for printing and furnishing copies of this Agreement to members of the PS&T bargaining unit. The cost of such printing shall be borne by the party choosing to print the Agreement. Within 60 days of ratification, the State and PEF shall also each publish a searchable electronic copy of this Agreement on their respective websites so that it is easily accessible to members of the PS&T bargaining unit and representatives of management.

— ARTICLE 44 —
JOINT COMMITTEE ON NURSING AND INSTITUTIONAL ISSUES

44.1 The State and PEF shall establish a Joint Committee on Nursing and Institutional Issues to study and make recommendations on matters of mutual interest with regard to problems and issues facing nursing and other professional employees in institutional settings.

44.2 The Joint Committee on Nursing and Institutional Issues shall consist of three designees of the Director of the ~~**Governor's**~~ Office of Employee Relations and three designees of the President of PEF. The Committee shall meet at least quarterly. The Committee shall establish by agreement such operating procedures as it deems necessary to conduct its activities. In the case of a failure of the Committee to reach agreement on any matter, such matter shall be referred to the Professional Development and Quality of Working Life Coordinating Committee for resolution.

44.3 The Joint Committee on Nursing and Institutional Issues 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.

— ARTICLE 45 —
BENEFITS GUARANTEED

With respect to matters not covered by this Agreement, the State will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for employees without prior notice to PEF; and, when appropriate, without negotiations with PEF; provided, however, that this Agreement shall be construed consistently with the free exercise of rights reserved to the State by the Management Rights Article of this Agreement.

— ARTICLE 46 —
JOINT COMMITTEE ON LAW ENFORCEMENT ISSUES

46.1 The State and PEF shall establish a Joint Committee on Law Enforcement Issues to study and make recommendations on matters of mutual interest with regard to problems and issues facing PS&T Unit employees whose duties include law enforcement functions.

46.2 The Joint Committee on Law Enforcement Issues shall consist of three designees of the Director of the ~~**Governor's**~~ Office of Employee Relations and three designees of the President of PEF. The Committee shall meet at least quarterly, unless the parties agree to meet less frequently. The Committee shall establish by agreement such operating procedures as it deems necessary to conduct its activities. In the case of a failure of the Committee to reach agreement on any matter, such matter shall be referred to the Professional Development and Quality of Working Life Coordinating Committee for resolution.

46.3 The Joint Committee on Law Enforcement Issues 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.

— ARTICLE 47 —
CONCLUSION OF COLLECTIVE NEGOTIATIONS

This Agreement is the entire agreement between the State and PEF, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

— ARTICLE 48 —
SEVERABILITY

In the event that any Article, Section or portion of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction or shall have the effect of loss to the State of funds made available through Federal law, then such specific Article, Section or portion specified in such decision or having such effect shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a decision or the issuance of a ruling having such effect of loss of Federal funds, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such Article, Section or portion of this Agreement involved. The parties agree to use their best efforts to contest any such loss of Federal funds which may be threatened. In the event that the Legislature fails to implement Sections 7.1 through ~~7.8~~**7.6** any or all Articles may be reopened at the option of PEF or the State, and renegotiated. In the event that any other Article, Section or portion of this Agreement fails to be implemented by the Legislature, then in that event, such Article, Section or portion may be reopened by PEF or the State and renegotiated. During the course of any reopened negotiations any provision of this Agreement not affected by such reopener shall remain in full force and effect.

— ARTICLE 49 —
APPROVAL OF THE LEGISLATURE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

— ARTICLE 50 —
DURATION OF AGREEMENT

The term of this Agreement shall be from April 2, ~~2019~~**2023** through April 1, ~~2023~~**2026**. This Agreement, including all Side Letters and Appendices will be effective beginning of business the day of ratification of this Agreement by employees in the PS&T Unit, except as expressly specified otherwise in this Agreement and/or all Side Letters and Appendices.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on ~~June 4, 2021.~~ **June 6, 2023.**

THE EXECUTIVE BRANCH OF THE STATE OF NEW YORK

Joseph M. Bress
Chief Negotiator

Michael N. Volforte
Director, OER

Negotiating Team

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