

APPENDIX I – SALARY SCHEDULES

PS&T SALARY SCHEDULE

EFFECTIVE March 30, 2023 (ADMIN)

EFFECTIVE April 6, 2023 (INST)

<u>SG</u>	<u>HIRING RATE</u>	<u>JOB RATE</u>	<u>ADVANCE AMOUNT</u>	<u>JOB RATE ADVANCE</u>
<u>1</u>	<u>\$25,991</u>	<u>\$33,537</u>	<u>\$1,079</u>	<u>\$1,072</u>
<u>2</u>	<u>\$26,977</u>	<u>\$34,894</u>	<u>\$1,131</u>	<u>\$1,131</u>
<u>3</u>	<u>\$28,298</u>	<u>\$36,595</u>	<u>\$1,186</u>	<u>\$1,181</u>
<u>4</u>	<u>\$29,567</u>	<u>\$38,300</u>	<u>\$1,244</u>	<u>\$1,269</u>
<u>5</u>	<u>\$30,969</u>	<u>\$40,127</u>	<u>\$1,309</u>	<u>\$1,304</u>
<u>6</u>	<u>\$32,628</u>	<u>\$42,251</u>	<u>\$1,374</u>	<u>\$1,379</u>
<u>7</u>	<u>\$34,460</u>	<u>\$44,531</u>	<u>\$1,430</u>	<u>\$1,491</u>
<u>8</u>	<u>\$36,357</u>	<u>\$46,886</u>	<u>\$1,481</u>	<u>\$1,643</u>
<u>9</u>	<u>\$38,383</u>	<u>\$49,405</u>	<u>\$1,535</u>	<u>\$1,812</u>
<u>10</u>	<u>\$40,559</u>	<u>\$52,146</u>	<u>\$1,603</u>	<u>\$1,969</u>
<u>11</u>	<u>\$42,883</u>	<u>\$55,093</u>	<u>\$1,707</u>	<u>\$1,968</u>
<u>12</u>	<u>\$45,289</u>	<u>\$58,016</u>	<u>\$1,765</u>	<u>\$2,137</u>
<u>13</u>	<u>\$47,925</u>	<u>\$61,330</u>	<u>\$1,836</u>	<u>\$2,389</u>
<u>14</u>	<u>\$50,678</u>	<u>\$64,693</u>	<u>\$1,961</u>	<u>\$2,249</u>
<u>15</u>	<u>\$53,546</u>	<u>\$68,269</u>	<u>\$2,034</u>	<u>\$2,519</u>
<u>16</u>	<u>\$56,550</u>	<u>\$71,979</u>	<u>\$2,112</u>	<u>\$2,757</u>
<u>17</u>	<u>\$59,724</u>	<u>\$76,029</u>	<u>\$2,212</u>	<u>\$3,033</u>
<u>18</u>	<u>\$63,108</u>	<u>\$80,248</u>	<u>\$2,167</u>	<u>\$4,138</u>
<u>19</u>	<u>\$66,527</u>	<u>\$84,496</u>	<u>\$2,257</u>	<u>\$4,427</u>
<u>20</u>	<u>\$69,934</u>	<u>\$88,721</u>	<u>\$2,352</u>	<u>\$4,675</u>
<u>21</u>	<u>\$73,641</u>	<u>\$93,374</u>	<u>\$2,455</u>	<u>\$5,003</u>
<u>22</u>	<u>\$77,600</u>	<u>\$98,252</u>	<u>\$2,557</u>	<u>\$5,310</u>
<u>23</u>	<u>\$81,705</u>	<u>\$103,350</u>	<u>\$2,663</u>	<u>\$5,667</u>
<u>24</u>	<u>\$86,057</u>	<u>\$108,638</u>	<u>\$2,766</u>	<u>\$5,985</u>
<u>25</u>	<u>\$90,806</u>	<u>\$114,444</u>	<u>\$2,884</u>	<u>\$6,334</u>
<u>26</u>	<u>\$95,588</u>	<u>\$117,825</u>	<u>\$3,001</u>	<u>\$4,231</u>
<u>27</u>	<u>\$100,761</u>	<u>\$124,107</u>	<u>\$3,159</u>	<u>\$4,392</u>
<u>28</u>	<u>\$106,068</u>	<u>\$130,270</u>	<u>\$3,282</u>	<u>\$4,510</u>
<u>29</u>	<u>\$111,627</u>	<u>\$136,714</u>	<u>\$3,408</u>	<u>\$4,639</u>
<u>30</u>	<u>\$117,460</u>	<u>\$143,423</u>	<u>\$3,534</u>	<u>\$4,759</u>
<u>31</u>	<u>\$123,721</u>	<u>\$150,612</u>	<u>\$3,666</u>	<u>\$4,895</u>
<u>32</u>	<u>\$130,299</u>	<u>\$158,054</u>	<u>\$3,789</u>	<u>\$5,021</u>
<u>33</u>	<u>\$137,387</u>	<u>\$166,013</u>	<u>\$3,914</u>	<u>\$5,142</u>
<u>34</u>	<u>\$144,706</u>	<u>\$174,283</u>	<u>\$4,050</u>	<u>\$5,277</u>
<u>35</u>	<u>\$152,207</u>	<u>\$182,697</u>	<u>\$4,180</u>	<u>\$5,410</u>
<u>36</u>	<u>\$159,856</u>	<u>\$191,352</u>	<u>\$4,324</u>	<u>\$5,552</u>
<u>37</u>	<u>\$168,247</u>	<u>\$200,683</u>	<u>\$4,459</u>	<u>\$5,682</u>
<u>38</u>	<u>\$156,967</u>			

PS&T SALARY SCHEDULE
EFFECTIVE March 28, 2024 (ADMIN)
EFFECTIVE April 4, 2024 (INST)

<u>SG</u>	<u>HIRING RATE</u>	<u>JOB RATE</u>	<u>ADVANCE AMOUNT</u>	<u>JOB RATE ADVANCE</u>
<u>1</u>	<u>\$26,771</u>	<u>\$34,540</u>	<u>\$1,112</u>	<u>\$1,097</u>
<u>2</u>	<u>\$27,786</u>	<u>\$35,942</u>	<u>\$1,165</u>	<u>\$1,166</u>
<u>3</u>	<u>\$29,147</u>	<u>\$37,692</u>	<u>\$1,222</u>	<u>\$1,213</u>
<u>4</u>	<u>\$30,454</u>	<u>\$39,450</u>	<u>\$1,282</u>	<u>\$1,304</u>
<u>5</u>	<u>\$31,898</u>	<u>\$41,328</u>	<u>\$1,349</u>	<u>\$1,336</u>
<u>6</u>	<u>\$33,607</u>	<u>\$43,521</u>	<u>\$1,415</u>	<u>\$1,424</u>
<u>7</u>	<u>\$35,494</u>	<u>\$45,864</u>	<u>\$1,473</u>	<u>\$1,532</u>
<u>8</u>	<u>\$37,448</u>	<u>\$48,294</u>	<u>\$1,525</u>	<u>\$1,696</u>
<u>9</u>	<u>\$39,534</u>	<u>\$50,884</u>	<u>\$1,581</u>	<u>\$1,864</u>
<u>10</u>	<u>\$41,776</u>	<u>\$53,708</u>	<u>\$1,651</u>	<u>\$2,026</u>
<u>11</u>	<u>\$44,169</u>	<u>\$56,743</u>	<u>\$1,758</u>	<u>\$2,026</u>
<u>12</u>	<u>\$46,648</u>	<u>\$59,757</u>	<u>\$1,818</u>	<u>\$2,201</u>
<u>13</u>	<u>\$49,363</u>	<u>\$63,169</u>	<u>\$1,891</u>	<u>\$2,460</u>
<u>14</u>	<u>\$52,198</u>	<u>\$66,634</u>	<u>\$2,020</u>	<u>\$2,316</u>
<u>15</u>	<u>\$55,152</u>	<u>\$70,317</u>	<u>\$2,095</u>	<u>\$2,595</u>
<u>16</u>	<u>\$58,247</u>	<u>\$74,135</u>	<u>\$2,175</u>	<u>\$2,838</u>
<u>17</u>	<u>\$61,516</u>	<u>\$78,307</u>	<u>\$2,278</u>	<u>\$3,123</u>
<u>18</u>	<u>\$65,001</u>	<u>\$82,656</u>	<u>\$2,232</u>	<u>\$4,263</u>
<u>19</u>	<u>\$68,523</u>	<u>\$87,032</u>	<u>\$2,325</u>	<u>\$4,559</u>
<u>20</u>	<u>\$72,032</u>	<u>\$91,381</u>	<u>\$2,422</u>	<u>\$4,817</u>
<u>21</u>	<u>\$75,850</u>	<u>\$96,173</u>	<u>\$2,528</u>	<u>\$5,155</u>
<u>22</u>	<u>\$79,928</u>	<u>\$101,197</u>	<u>\$2,634</u>	<u>\$5,465</u>
<u>23</u>	<u>\$84,156</u>	<u>\$106,454</u>	<u>\$2,743</u>	<u>\$5,840</u>
<u>24</u>	<u>\$88,639</u>	<u>\$111,897</u>	<u>\$2,849</u>	<u>\$6,164</u>
<u>25</u>	<u>\$93,530</u>	<u>\$117,875</u>	<u>\$2,970</u>	<u>\$6,525</u>
<u>26</u>	<u>\$98,456</u>	<u>\$121,360</u>	<u>\$3,091</u>	<u>\$4,358</u>
<u>27</u>	<u>\$103,784</u>	<u>\$127,830</u>	<u>\$3,254</u>	<u>\$4,522</u>
<u>28</u>	<u>\$109,250</u>	<u>\$134,178</u>	<u>\$3,380</u>	<u>\$4,648</u>
<u>29</u>	<u>\$114,976</u>	<u>\$140,815</u>	<u>\$3,510</u>	<u>\$4,779</u>
<u>30</u>	<u>\$120,984</u>	<u>\$147,726</u>	<u>\$3,640</u>	<u>\$4,902</u>
<u>31</u>	<u>\$127,433</u>	<u>\$155,130</u>	<u>\$3,776</u>	<u>\$5,041</u>
<u>32</u>	<u>\$134,208</u>	<u>\$162,796</u>	<u>\$3,903</u>	<u>\$5,170</u>
<u>33</u>	<u>\$141,509</u>	<u>\$170,993</u>	<u>\$4,032</u>	<u>\$5,292</u>
<u>34</u>	<u>\$149,047</u>	<u>\$179,511</u>	<u>\$4,171</u>	<u>\$5,438</u>
<u>35</u>	<u>\$156,773</u>	<u>\$188,178</u>	<u>\$4,306</u>	<u>\$5,569</u>
<u>36</u>	<u>\$164,652</u>	<u>\$197,093</u>	<u>\$4,454</u>	<u>\$5,717</u>
<u>37</u>	<u>\$173,294</u>	<u>\$206,703</u>	<u>\$4,593</u>	<u>\$5,851</u>

38 \$161,676

PS&T SALARY SCHEDULE
EFFECTIVE March 27, 2025 (ADMIN)
EFFECTIVE April 3, 2025 (INST)

<u>SG</u>	<u>HIRING</u> <u>RATE</u>	<u>JOB</u> <u>RATE</u>	<u>ADVANCE</u> <u>AMOUNT</u>	<u>JOB RATE</u> <u>ADVANCE</u>
<u>1</u>	<u>\$27,574</u>	<u>\$35,574</u>	<u>\$1,145</u>	<u>\$1,130</u>
<u>2</u>	<u>\$28,620</u>	<u>\$37,022</u>	<u>\$1,200</u>	<u>\$1,202</u>
<u>3</u>	<u>\$30,021</u>	<u>\$38,823</u>	<u>\$1,259</u>	<u>\$1,248</u>
<u>4</u>	<u>\$31,368</u>	<u>\$40,635</u>	<u>\$1,320</u>	<u>\$1,347</u>
<u>5</u>	<u>\$32,855</u>	<u>\$42,565</u>	<u>\$1,389</u>	<u>\$1,376</u>
<u>6</u>	<u>\$34,615</u>	<u>\$44,828</u>	<u>\$1,457</u>	<u>\$1,471</u>
<u>7</u>	<u>\$36,559</u>	<u>\$47,237</u>	<u>\$1,517</u>	<u>\$1,576</u>
<u>8</u>	<u>\$38,571</u>	<u>\$49,743</u>	<u>\$1,571</u>	<u>\$1,746</u>
<u>9</u>	<u>\$40,720</u>	<u>\$52,413</u>	<u>\$1,628</u>	<u>\$1,925</u>
<u>10</u>	<u>\$43,029</u>	<u>\$55,322</u>	<u>\$1,700</u>	<u>\$2,093</u>
<u>11</u>	<u>\$45,494</u>	<u>\$58,447</u>	<u>\$1,811</u>	<u>\$2,087</u>
<u>12</u>	<u>\$48,047</u>	<u>\$61,548</u>	<u>\$1,873</u>	<u>\$2,263</u>
<u>13</u>	<u>\$50,844</u>	<u>\$65,061</u>	<u>\$1,947</u>	<u>\$2,535</u>
<u>14</u>	<u>\$53,764</u>	<u>\$68,630</u>	<u>\$2,081</u>	<u>\$2,380</u>
<u>15</u>	<u>\$56,807</u>	<u>\$72,429</u>	<u>\$2,157</u>	<u>\$2,680</u>
<u>16</u>	<u>\$59,994</u>	<u>\$76,359</u>	<u>\$2,240</u>	<u>\$2,925</u>
<u>17</u>	<u>\$63,361</u>	<u>\$80,655</u>	<u>\$2,347</u>	<u>\$3,212</u>
<u>18</u>	<u>\$66,951</u>	<u>\$85,138</u>	<u>\$2,299</u>	<u>\$4,393</u>
<u>19</u>	<u>\$70,579</u>	<u>\$89,645</u>	<u>\$2,394</u>	<u>\$4,702</u>
<u>20</u>	<u>\$74,193</u>	<u>\$94,121</u>	<u>\$2,495</u>	<u>\$4,958</u>
<u>21</u>	<u>\$78,126</u>	<u>\$99,056</u>	<u>\$2,604</u>	<u>\$5,306</u>
<u>22</u>	<u>\$82,326</u>	<u>\$104,230</u>	<u>\$2,713</u>	<u>\$5,626</u>
<u>23</u>	<u>\$86,681</u>	<u>\$109,650</u>	<u>\$2,825</u>	<u>\$6,019</u>
<u>24</u>	<u>\$91,298</u>	<u>\$115,252</u>	<u>\$2,934</u>	<u>\$6,350</u>
<u>25</u>	<u>\$96,336</u>	<u>\$121,413</u>	<u>\$3,060</u>	<u>\$6,717</u>
<u>26</u>	<u>\$101,410</u>	<u>\$125,001</u>	<u>\$3,184</u>	<u>\$4,487</u>
<u>27</u>	<u>\$106,898</u>	<u>\$131,665</u>	<u>\$3,352</u>	<u>\$4,655</u>
<u>28</u>	<u>\$112,528</u>	<u>\$138,203</u>	<u>\$3,482</u>	<u>\$4,783</u>
<u>29</u>	<u>\$118,425</u>	<u>\$145,039</u>	<u>\$3,616</u>	<u>\$4,918</u>
<u>30</u>	<u>\$124,614</u>	<u>\$152,158</u>	<u>\$3,749</u>	<u>\$5,050</u>
<u>31</u>	<u>\$131,256</u>	<u>\$159,784</u>	<u>\$3,889</u>	<u>\$5,194</u>
<u>32</u>	<u>\$138,234</u>	<u>\$167,680</u>	<u>\$4,020</u>	<u>\$5,326</u>
<u>33</u>	<u>\$145,754</u>	<u>\$176,123</u>	<u>\$4,153</u>	<u>\$5,451</u>
<u>34</u>	<u>\$153,518</u>	<u>\$184,896</u>	<u>\$4,296</u>	<u>\$5,602</u>
<u>35</u>	<u>\$161,476</u>	<u>\$193,823</u>	<u>\$4,435</u>	<u>\$5,737</u>
<u>36</u>	<u>\$169,592</u>	<u>\$203,006</u>	<u>\$4,588</u>	<u>\$5,886</u>
<u>37</u>	<u>\$178,493</u>	<u>\$212,904</u>	<u>\$4,730</u>	<u>\$6,031</u>
<u>38</u>	<u>\$166,526</u>			

APPENDIX I — SALARY SCHEDULES
 EFFECTIVE April 4, 2019 (Admin)
 EFFECTIVE March 28, 2019 (Inst)

<i>SALARY GRADE</i>	<i>HIRING RATE</i>	<i>JOB RATE</i>	<i>ADVANCE AMOUNT</i>	<i>JOB RATE ADVANCE</i>
1	\$23,778	\$30,682	\$987	\$982
2	\$24,680	\$31,923	\$1,035	\$1,033
3	\$25,889	\$33,483	\$1,085	\$1,084
4	\$27,050	\$35,042	\$1,138	\$1,164
5	\$28,332	\$36,715	\$1,198	\$1,195
6	\$29,851	\$38,651	\$1,257	\$1,258
7	\$31,526	\$40,742	\$1,308	\$1,368
8	\$33,262	\$42,895	\$1,355	\$1,503
9	\$35,116	\$45,200	\$1,404	\$1,660
10	\$37,107	\$47,709	\$1,466	\$1,806
11	\$39,233	\$50,405	\$1,562	\$1,800
12	\$41,434	\$53,081	\$1,615	\$1,957
13	\$43,846	\$56,107	\$1,679	\$2,187
14	\$46,364	\$59,186	\$1,794	\$2,058
15	\$48,988	\$62,457	\$1,861	\$2,303
16	\$51,736	\$65,849	\$1,932	\$2,521
17	\$54,639	\$69,558	\$2,024	\$2,775
18	\$57,736	\$73,418	\$1,983	\$3,784
19	\$60,864	\$77,301	\$2,065	\$4,047
20	\$63,981	\$81,172	\$2,151	\$4,285
21	\$67,373	\$85,425	\$2,246	\$4,576
22	\$70,995	\$89,886	\$2,340	\$4,851
23	\$74,750	\$94,548	\$2,437	\$5,176
24	\$78,731	\$99,394	\$2,531	\$5,477
25	\$83,075	\$104,711	\$2,639	\$5,802
26	\$87,451	\$107,795	\$2,746	\$3,868
27	\$92,183	\$113,542	\$2,891	\$4,013
28	\$97,039	\$119,181	\$3,003	\$4,124
29	\$102,125	\$125,075	\$3,118	\$4,242
30	\$107,462	\$131,215	\$3,233	\$4,355
31	\$113,189	\$137,791	\$3,354	\$4,478
32	\$119,208	\$144,599	\$3,467	\$4,589
33	\$125,692	\$151,882	\$3,581	\$4,704
34	\$132,387	\$159,447	\$3,705	\$4,830
35	\$139,250	\$167,145	\$3,825	\$4,945
36	\$146,249	\$175,064	\$3,956	\$5,079
37	\$153,925	\$183,601	\$4,079	\$5,202
38	\$143,605			

SALARY SCHEDULES
EFFECTIVE April 2, 2020 (Admin)
EFFECTIVE March 26, 2020 (Inst)

<i>SALARY GRADE</i>	<i>HIRING RATE</i>	<i>JOB RATE</i>	<i>ADVANCE AMOUNT</i>	<i>JOB RATE ADVANCE</i>
1	\$24,254	\$31,297	\$1,007	\$1,001
2	\$25,174	\$32,564	\$1,055	\$1,060
3	\$26,407	\$34,150	\$1,107	\$1,101
4	\$27,591	\$35,740	\$1,161	\$1,183
5	\$28,899	\$37,447	\$1,222	\$1,216
6	\$30,448	\$39,423	\$1,282	\$1,283
7	\$32,157	\$41,555	\$1,334	\$1,394
8	\$33,927	\$43,753	\$1,382	\$1,534
9	\$35,818	\$46,103	\$1,432	\$1,693
10	\$37,849	\$48,662	\$1,495	\$1,843
11	\$40,018	\$51,410	\$1,593	\$1,834
12	\$42,263	\$54,140	\$1,647	\$1,995
13	\$44,723	\$57,231	\$1,713	\$2,230
14	\$47,291	\$60,371	\$1,830	\$2,100
15	\$49,968	\$63,705	\$1,898	\$2,349
16	\$52,771	\$67,169	\$1,970	\$2,578
17	\$55,732	\$70,946	\$2,064	\$2,830
18	\$58,891	\$74,887	\$2,022	\$3,864
19	\$62,081	\$78,849	\$2,106	\$4,132
20	\$65,261	\$82,794	\$2,194	\$4,369
21	\$68,720	\$87,133	\$2,291	\$4,667
22	\$72,415	\$91,684	\$2,386	\$4,953
23	\$76,245	\$96,441	\$2,485	\$5,286
24	\$80,306	\$101,379	\$2,581	\$5,587
25	\$84,737	\$106,802	\$2,691	\$5,919
26	\$89,200	\$109,951	\$2,801	\$3,945
27	\$94,027	\$115,813	\$2,948	\$4,098
28	\$98,980	\$121,565	\$3,063	\$4,207
29	\$104,168	\$127,577	\$3,180	\$4,329
30	\$109,611	\$133,839	\$3,298	\$4,440
31	\$115,453	\$140,547	\$3,421	\$4,568
32	\$121,592	\$147,491	\$3,536	\$4,683
33	\$128,206	\$154,920	\$3,653	\$4,796
34	\$135,035	\$162,636	\$3,779	\$4,927
35	\$142,035	\$170,488	\$3,901	\$5,047
36	\$149,174	\$178,565	\$4,035	\$5,181
37	\$157,004	\$187,273	\$4,161	\$5,303
38	\$146,477			

SALARY SCHEDULES
EFFECTIVE April 1, 2021 (Admin)
EFFECTIVE March 25, 2021 (Inst)

<i>SALARY GRADE</i>	<i>HIRING RATE</i>	<i>JOB RATE</i>	<i>ADVANCE AMOUNT</i>	<i>JOB RATE ADVANCE</i>
1	\$24,739	\$31,922	\$1,027	\$1,021
2	\$25,677	\$33,216	\$1,076	\$1,083
3	\$26,935	\$34,835	\$1,129	\$1,126
4	\$28,143	\$36,456	\$1,184	\$1,209
5	\$29,477	\$38,198	\$1,246	\$1,245
6	\$31,057	\$40,214	\$1,308	\$1,309
7	\$32,800	\$42,389	\$1,361	\$1,423
8	\$34,606	\$44,625	\$1,409	\$1,565
9	\$36,534	\$47,028	\$1,461	\$1,728
10	\$38,606	\$49,637	\$1,525	\$1,881
11	\$40,818	\$52,438	\$1,625	\$1,870
12	\$43,108	\$55,223	\$1,680	\$2,035
13	\$45,617	\$58,374	\$1,747	\$2,275
14	\$48,237	\$61,575	\$1,867	\$2,136
15	\$50,967	\$64,981	\$1,936	\$2,398
16	\$53,826	\$68,511	\$2,010	\$2,625
17	\$56,847	\$72,364	\$2,105	\$2,887
18	\$60,069	\$76,387	\$2,063	\$3,940
19	\$63,323	\$80,429	\$2,148	\$4,218
20	\$66,566	\$84,450	\$2,238	\$4,456
21	\$70,094	\$88,877	\$2,337	\$4,761
22	\$73,863	\$93,519	\$2,434	\$5,052
23	\$77,770	\$98,372	\$2,535	\$5,392
24	\$81,912	\$103,405	\$2,633	\$5,695
25	\$86,432	\$108,935	\$2,745	\$6,033
26	\$90,984	\$112,150	\$2,857	\$4,024
27	\$95,908	\$118,129	\$3,007	\$4,179
28	\$100,960	\$123,996	\$3,124	\$4,292
29	\$106,251	\$130,129	\$3,244	\$4,414
30	\$111,803	\$136,516	\$3,364	\$4,529
31	\$117,762	\$143,358	\$3,490	\$4,656
32	\$124,024	\$150,441	\$3,607	\$4,775
33	\$130,770	\$158,018	\$3,726	\$4,892
34	\$137,736	\$165,899	\$3,855	\$5,023
35	\$144,876	\$173,898	\$3,979	\$5,148
36	\$152,157	\$182,136	\$4,116	\$5,283
37	\$160,144	\$191,018	\$4,244	\$5,410
38	\$149,407			

SALARY SCHEDULES
EFFECTIVE March 31, 2022 (Admin)
EFFECTIVE April 7, 2022 (Inst)

<i>SALARY GRADE</i>	<i>HIRING RATE</i>	<i>JOB RATE</i>	<i>ADVANCE AMOUNT</i>	<i>JOB RATE ADVANCE</i>
1	\$25,234	\$32,558	\$1,048	\$1,036
2	\$26,191	\$33,878	\$1,098	\$1,099
3	\$27,474	\$35,531	\$1,152	\$1,145
4	\$28,706	\$37,184	\$1,208	\$1,230
5	\$30,067	\$38,961	\$1,271	\$1,268
6	\$31,678	\$41,018	\$1,334	\$1,336
7	\$33,456	\$43,236	\$1,388	\$1,452
8	\$35,298	\$45,518	\$1,438	\$1,592
9	\$37,265	\$47,968	\$1,490	\$1,763
10	\$39,378	\$50,628	\$1,566	\$1,914
11	\$41,634	\$53,490	\$1,657	\$1,914
12	\$43,970	\$56,324	\$1,714	\$2,070
13	\$46,529	\$59,542	\$1,782	\$2,321
14	\$49,202	\$62,806	\$1,904	\$2,180
15	\$51,986	\$66,278	\$1,974	\$2,448
16	\$54,903	\$69,882	\$2,050	\$2,679
17	\$57,984	\$73,813	\$2,148	\$2,941
18	\$61,270	\$77,912	\$2,104	\$4,018
19	\$64,589	\$82,036	\$2,191	\$4,301
20	\$67,897	\$86,140	\$2,283	\$4,545
21	\$71,496	\$90,657	\$2,383	\$4,863
22	\$75,340	\$95,392	\$2,483	\$5,154
23	\$79,325	\$100,342	\$2,586	\$5,501
24	\$83,550	\$105,472	\$2,686	\$5,806
25	\$88,161	\$111,111	\$2,800	\$6,150
26	\$92,804	\$114,393	\$2,914	\$4,105
27	\$97,826	\$120,492	\$3,067	\$4,264
28	\$102,979	\$126,476	\$3,186	\$4,381
29	\$108,376	\$132,732	\$3,309	\$4,502
30	\$114,039	\$139,246	\$3,431	\$4,621
31	\$120,117	\$146,225	\$3,559	\$4,754
32	\$126,504	\$153,450	\$3,679	\$4,872
33	\$133,385	\$161,178	\$3,800	\$4,993
34	\$140,491	\$169,207	\$3,932	\$5,124
35	\$147,774	\$177,376	\$4,059	\$5,248
36	\$155,200	\$185,779	\$4,198	\$5,391
37	\$163,347	\$194,838	\$4,329	\$5,517
38	\$152,395			

APPENDIX II — Side Agreements

**MEMORANDUM OF INTERPRETATION
BETWEEN
THE STATE OF NEW YORK
AND
THE PUBLIC EMPLOYEES FEDERATION
CONCERNING
SEASONAL EMPLOYEES**

1. The following provisions of the ~~2019-2023~~ **2023-2026** Agreement between the State and the Public Employees Federation, AFL-CIO representing employees in the Professional, Scientific and Technical Services Unit shall, to the extent they are applicable, be applied to employees in that unit in positions designated as "seasonal" positions:

Article No.	Article
	Bill of Rights
1	Recognition
2	Statement of Policy and Purpose
3	Unchallenged Representation
4.1-4.5	Employee Organization Rights
5	Management Rights
6	No Strikes
8	Travel
9	Health Insurance
10	Work-Life Service Programs
11	Accidental Death Benefit
12.4	Vacation Credit Accumulation
12.5	Additional Vacation Credit
12.7	Vacation Use
12.8	Sick Leave Accumulation
12.9	Use of Sick Leave
12.10	Personal Leave Accumulation
12.11	Use of Personal Leave
12.12	Accounting of Time Accruals
12.13	Absence-Extraordinary Circumstances
12.14	Tardiness for Members of Volunteer Fire Departments, Volunteer Ambulance Services and Enrolled Civil Defense and Civil Air Patrol Volunteers
12.18	Leave for Bereavement or Family Illness
14	Professional Development and Quality of Working Life Coordinating Committee
15	Professional Development Committee
18	Health and Safety
19	Parking

- 20 Review of Personal History Folder
- 21 Deficit Reduction Leave/Workforce Limitation Language
- 22 Protection of Employees
- 24 Labor/Management Committee Process
- 26 Institution Teachers
- 27 Reimbursement for Property Damage
- 28 Distribution of Directives, Bulletins or Instructions
- 29 Emergency First Aid
- 30 Verification of Doctor's Statement
- 32.5 Workweek and Workday
- 33 Discipline
- 34 Grievance and Arbitration
- 35 Resignation
- 36 No Discrimination
- 37 Indemnification
- 38 Overtime Meal Allowances
- 39 Clinical Privileging and Credentialing
- 40 Credit Union Space
- 41.3 & 41.4 Payroll
- 42 Career Mobility Office
- 43 Printing of Agreement
- 45 Benefits Guaranteed
- 47 Conclusion of Collective Negotiations
- 48 Severability
- 49 Approval of Legislature
- 50 Duration of Agreement

2. Compensation

A. Salary Increases

Salary Increase for Fiscal Year ~~2019-2020~~ 2023-2024

1. Effective on ~~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 employment status on ~~April 3, 2019~~ March 29, 2023 and ~~March 27, 2019~~ April 5, 2023, respectively, shall be increased by ~~two (2)~~ three (3) percent.

2. Seasonal employees not on the payroll on ~~April 3, 2019~~ March 29, 2023 or ~~March 27, 2019~~ April 5, 2023 as appropriate, but who were employed on a seasonal basis in fiscal year ~~2018-2019~~ 2022-2023 and became reemployed during the ~~2019-2020~~ 2023-2024 fiscal year, will be eligible for an increase of ~~two (2)~~ three (3) percent effective on ~~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 or the date of hire, whichever is later.

Salary Increase for Fiscal Year ~~2020-2021~~ 2024-2025

1. Effective on ~~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 employment status on ~~April 1, 2020~~ March 27, 2024 and ~~March 25, 2020~~ April 3, 2024, respectively, shall be increased by ~~two (2.0)~~ three (3) percent.

2. Seasonal employees not on the payroll on ~~April 1, 2020~~ March 27, 2024 or ~~March 25, 2020~~ April 3, 2024, as appropriate, but who were employed on a seasonal basis in fiscal year ~~2019-2020~~ 2023-2024 and

become reemployed during the ~~2020-2021~~2024-2025 fiscal year, will be eligible for an increase of ~~two (2.0)~~three (3) percent effective on ~~April 2, 2020~~March 28, 2024 for employees on the administrative payroll and ~~March 26, 2020~~April 3, 2024, for employees on the institutional payroll or the date of hire, whichever is later.

Salary Increase for Fiscal Year ~~2021-2022~~2025-2026

1. Effective on ~~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 employment status on ~~March 31, 2021~~March 26, 2025 and ~~March 24, 2021~~April 2, 2025, respectively, shall be increased by ~~two (2.0)~~three (3) percent.

2. Seasonal employees not on the payroll on ~~March 31, 2021~~March 26, 2025 or ~~March 24, 2021~~April 2, 2025, as appropriate, but who were employed on a seasonal basis in fiscal year ~~2020-2021~~2024-2025 and become reemployed during the ~~2021-2022~~2025-2026 fiscal year, will be eligible for an increase of ~~two (2.0)~~ three (3) percent effective on ~~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 or the date of hire, whichever is later.

Salary Increase for Fiscal Year ~~2022-2023~~

~~1. Effective on 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 employment status on March 30, 2022 and April 6, 2022, respectively, shall be increased by two (2.0) percent.~~

~~2. Seasonal employees not on the payroll on March 30, 2022 or April 6, 2022, as appropriate, but who were employed on a seasonal basis in fiscal year 2021-2022 and become reemployed during the 2022-2023 fiscal year, will be eligible for an increase of two (2.0) percent effective on March 31, 2022 for employees on the administrative payroll and April 7, 2022 for employees on the institutional payroll or the date of hire, whichever is later.~~

B. Effect of Minimum Wage Level

If during the term of this Agreement the rate of compensation of any employee in a seasonal position is increased at the discretion of the Director of the Budget for the purpose of making such rate equal to the Federal minimum wage level, the provisions of Paragraphs A above shall be applied to such seasonal employee in the following manner:

1. The seasonal employee's rate of compensation shall remain at the adjusted rate established by the Director of the Budget from the effective date established by the Director of the Budget until the date of the next general salary increase provided for in Paragraph A.

2. Effective on the effective date of the next general salary increase provided for in Paragraph A such employee's rate of compensation shall be either the adjusted rate established by the Director of the Budget; or his/her rate prior to the adjustment, increased by the percentage provided for in the applicable paragraph, whichever is higher.

C. Inconvenience Pay and Locational Compensation

Effective April 2, 2007, seasonal employees are eligible for inconvenience pay and location compensation as provided in Article 7.13.

D. Hourly and Per Diem

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

3. Holiday Compensation

(a) A seasonal employee not covered by the Attendance Rules who is regularly employed on a 37½ or 40 hour per week basis who works at least 25 days during the season will be entitled to additional compensation at his/her hourly rate, up to a maximum of eight hours, for time worked on each of the first three (3) days during his/her employment in any seasonal period (4/1 to 9/30 and 10/1 to 3/31) which are observed as holidays by the State. Such compensation shall be paid retroactive upon completion of five weeks of work.

(b) A seasonal employee not covered by the Attendance Rules who is regularly employed on a 37½ or 40 hour per week basis who works at least 25 days during the season and who has been so employed at least one of the two consecutive seasonal periods (4/1 to 9/30 and 10/1 to 3/31) immediately preceding the current seasonal period will be entitled to additional compensation at his/her hourly rate up to a maximum of eight hours for time worked on days during their employment in the current seasonal period which are observed as holidays by the State. Such compensation should be paid retroactively upon completion of five weeks work.

(c) A seasonal employee who is entitled to time off with pay on days observed as holidays by the State as an employer and who has been scheduled or directed to work will receive additional compensation for time worked on such days.

4. Workers' Compensation Leave with Pay

A seasonal employee covered by the Attendance Rules shall be covered by Article 13 of the State/PEF Agreement.

For the State:

For PEF:

Michael Volforte

Wayne Spence

Director

President

Governor's Office of Employee Relations

Public Employees Federation

Date: ~~June 4, 2021~~ **June 6, 2023**

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence
President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will continue the agreement reached during the course of negotiation of the 1988-91 State/PEF Agreement concerning Employee Organization Rights, Article 4, Section 4.6 of the Agreement.

Section 4.6 stipulates that the State will provide PEF with certain information on employees. The State agrees to provide PEF with any additional payroll data as is generally provided to employee organizations representing State employees.

Sincerely,

Michael Volforte
Director
Governor's Office of Employee Relations

Countersigned for PEF:

Wayne Spence
President
Public Employees Federation

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF NEW YORK
("THE STATE")
AND
THE PUBLIC EMPLOYEES FEDERATION, AFL-CIO
("PEF")
CONCERNING
HOUSING AND MEAL CHARGES**

This Memorandum of Understanding is entered into between the State of New York and PEF for the purpose of clarifying rules governing the determination of rates employees will pay for housing and meals provided by the State. The provisions of this Memorandum of Understanding supersede and replace any provisions of the State/PEF Agreement that are affected by the provisions herein.

The parties agree that rates employees pay for housing and meals provided by the State shall be governed by Item B-300, "Employee Maintenance Policy and Charge Schedule," of the Budget Policy and Reporting Manual to be revised on March 31, 2008.

Pursuant to the agreement reached during the course of negotiation of the 1985-88 State/PEF Agreement, the parties hereto have met and have discharged their commitment to develop an indexing formula to adjust rates employees pay for State-provided meals and housing.

Accordingly, commencing on April 1, 2009, and effective each April 1, thereafter, the rate employees pay for meals and housing provided by the State in effect on the immediately preceding March 31 shall be adjusted by the following:

1. For meal charges - the rate shall be adjusted by the CPI-U, United States, "Food away from Home" component, for the period October-September, published by the Bureau of Labor Statistics, U. S. Department of Labor.
2. For housing charges - the rate shall be adjusted by the CPI-U, United States, "Rent of Primary Residence" component, for the period October-September, published by the Bureau of Labor Statistics, U. S. Department of Labor.

Such adjustment shall be determined as the percentage change in the above-mentioned indices during each 12 month period ending September 30 of the year immediately preceding the April 1 effective date. The resulting amount shall be rounded to the nearest whole dollar.

From the effective date of this Memorandum of Understanding henceforth, the appropriateness of the above indices shall be subject to review one time during the term of each successor agreement to the 1988-91 Agreement, upon the request of either party.

For the State:

Michael Volforte
Director
Governor's Office of Employee Relations

For PEF:

Wayne Spence
President
Public Employees Federation

Date: ~~June 4, 2021~~ **June 6, 2023**

Date: ~~June 4, 2021~~ **June 6, 2023**

**MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF NEW YORK
AND
THE PUBLIC EMPLOYEES FEDERATION, AFL-CIO
CONCERNING
PARKING FEES**

1) In accordance with the provisions of Article 19, Section 19.3 of the 1988-91 Agreement between the State and PEF, the Executive Branch of the State of New York (hereinafter "the State") and the Public Employees Federation, AFL-CIO (hereinafter "PEF"), hereby enter into this agreement concerning the fees for parking by employees in parking facilities operated in and around Albany by the Office of General Services, Bureau of Parking Services. (See attachment of list of facilities currently in operation.)

In the event that new parking facilities not currently provided by the State are provided under the auspices of the Bureau of Parking Services, these fee schedules will apply.

2) This Memorandum of Agreement shall be effective as of the date of its execution and shall remain in effect until or unless it is superseded by a successor agreement between the parties.

3) The monthly fees for employee parking at each of the parking facilities covered by this Agreement shall continue as follows unless modified by terms of this Memorandum or by other agreements to provide additional parking space that affect these rates:

Surface Parking	\$ 7.00
Covered Parking	\$ 14.00
Covered/Reserved Parking	\$ 28.00

4) In the final quarter of each fiscal year of this Agreement, the State shall establish a fee schedule to be in effect in the next fiscal year, and when supplemented by net visitor revenue will recover the operating costs of employee parking, which includes maintenance and rehabilitation and any centralized services fund accrued deficit attributable to the Bureau of Parking Services.

In no event, however, will the total fee schedule increase more than \$1 for surface parking, \$2 for covered parking and \$4 for covered reserved parking in any fiscal year due to the above.

This cap on annual fee increases shall continue in effect through the fiscal year ending March 31, 1991.

5) Should the parking fee schedule be amended, successive rate changes will be effective on April 1 of each year, or on another date mutually agreed to by the parties. The amended fee schedules shall continue the same proportions as established above between the fees for surface, covered and covered/reserved parking.

6) Should any new parking facilities be constructed by the Bureau of Parking Services, the parking fees shall, if necessary be increased over and above any increase required under Sections 4 and 5 above. Such new fees may apply to all existing Bureau of Parking Services facilities. If it is necessary to finance construction of new facilities from the General Fund, parking fee increases will be designed to recoup such loans. No such facility construction or associated fee increase shall occur, however, except pursuant to a written agreement between the parties for the specific facility proposed.

7) The State shall continue to provide PEF a quarterly report of expenses and revenues of the Bureau of Parking Management in the Centralized Services Fund.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

Date: ~~June 4, 2021~~ **June 6, 2023**

Date: ~~June 4, 2021~~ **June 6, 2023**

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

Effective upon ratification of the ~~2019-2023~~**2023-2026** State/PEF Agreement (“Agreement”), the Public Employees Federation (PEF) has the right to reopen negotiations during the term of the Agreement only with sole respect to general salary increases in state fiscal years ~~2019-2020, 2020-2021, 2021-2022, and 2022-2023~~ **2023-2024, 2024-2025, and 2025-2026** if, on or after the date of ratification, any other state bargaining unit negotiates and ratifies a general salary increase exceeding ~~2.0%~~ **3.0%** in any one of these fiscal years. This right is conditioned on taking into account the overall value of compensation increases for PEF members during the term of the State/PEF Agreement and the value of any concessions obtained by the State contained in the collective bargaining agreement used as justification by PEF to demand reopening.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

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

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

1. There shall be an enhanced supplemental benefit under Article 13.3(b) of the CBA to qualified employees.
2. A qualified employee shall mean an employee of the New York State Department of Corrections and Community Supervision (DOCCS) in the title of Parole Officer, Senior Parole Officer or Parole Revocation Specialist 1 or 2, including all parentheticals, who meets the criteria for the supplemental benefit pursuant to Article 13.3(b) of the CBA.
3. A qualified employee shall be entitled to the enhanced supplemental benefit when such employee is necessarily absent from duty because of occupational injury or disease as defined in the Workers' Compensation Law.
4. Such qualified employee's enhanced supplemental benefit shall be leave from his/her position for the period of the employee's absence necessitated by such injury or disease at full pay without charge to leave credits for a period not exceeding cumulatively three months. The total payment provided when on leave without charge to accruals will be 100% of the employee's pre-disability net wages.
5. Thereafter, the employee's supplemental benefits for the cumulative period between four and nine months of absence shall be in accordance with Article 13.3(b), unless the employee elects to charge accruals for months four through six below, in which case the supplemental benefits for months seven through nine shall be in accordance with Article 13.3(b).
6. A qualified employee may elect to draw accrued leave credits for part or all of his/her absence from duty after being granted such leave with pay under paragraph 4 subject to a 3 month cap on the use of such accruals.
7. An employee who draws leave credits as provided in paragraph 6 shall be entitled to full restoration of such credits as are used for full day absences during a period of absence for which an award of compensation has been made and credited to the State as reimbursement of wages paid. There is no restoration of leave accruals for partial day absences.

8. The Employer agrees that an employee eligible for Workers' Compensation Leave because of occupational injury or disease as defined in the Workers' Compensation Law, when absent from work for the purpose of attending a hearing scheduled by the Workers' Compensation Board in connection with such injury or disease shall be granted compensation leave with pay without charge to leave credits for such absence provided, however, that the cumulative total of compensation leave with pay not charged to leave credits granted for attendance at Workers' Compensation Board hearings or for absences necessitated by the occupational injury or disease shall not exceed three months.
9. In all other respects, the employee shall be entitled to all the benefits of Article 13. Where the MOA is silent on a subject, the provisions of Article 13 of the CBA shall apply. Nothing in the MOA shall be construed to diminish the benefits provided by statute or Article 13 of the CBA.
10. The State and PEF agree to create a standing Joint Committee on Workers' Compensation. The Committee shall consist of an equal number of representatives selected by PEF and an equal number of representatives selected by the State. The Joint Committee on Workers' Compensation shall use such funds as are made available to it by the Professional Development and Quality of Working Life Coordinating Committee to undertake such activities as it mutually agrees to, including but not limited to expanding this MOU to additional PEF-represented titles. **The State shall supply the Committee with usage data every six months.**
11. This MOA will be effective for injuries occurring from ~~January 1, 2022 through March 31, 2023~~ **April 2, 2023 through April 1, 2026.** The MOA can be renewed by written agreement of the parties.
12. The parties shall meet during the term of the MOA to review any issues associated with the implementation of the MOA and the utilization of the benefit provided.

For the State:

Michael Volforte
 Director
 Governor's Office of Employee Relations

For PEF:

Wayne Spence
 President
 Public Employees Federation

Dated: ~~June 4, 2021~~ **June 6, 2023**

Dated: ~~June 4, 2021~~ **June 6, 2023**

Memorandum of Agreement (MOA)

Between

The Public Employees Federation, AFL-CIO (PEF)

And the State of New York (State)

Concerning a Pilot Program for Virtual Article 33 Interrogations, Meetings and Hearings and for Expedited Probable Cause Review Under Article 33 of the PEF/State Agreement

The parties hereby agree to the following pilot procedures regarding Article 33 of the PEF/State Agreement:

I. Expedited Suspension Review.

For only those suspensions without pay under Article 33 that are not cases subject to the jurisdiction of the Select Panel of Arbitrators as set forth in Article 33.5(f)(6) or cases where the employee is charged with the commission of a crime, the following review process may be invoked in lieu of, but not in addition to, the suspension review set forth in Article 33.4(c)(3). The suspension review set forth in Article 33.4(c)(3) may still be elected instead of the pilot review procedure set forth below:

(1) Within five (5) business days of an employee's suspension or UNION's receipt of the notice of discipline (NOD), the UNION may request that the Article 34 "triage" arbitrator review, as quickly as can be scheduled, the reasons for the suspension to see if such suspension should be initially upheld and continue.

(2) For purposes of such review, the "triage" arbitrator shall accept as true the contents of the NOD and shall limit review to the reasons the suspension does or does not meet the contractual standard.

(3) To request such a review, UNION shall email the "triage" arbitrator (copying the Employer's representative and GOER), advising of its request and attaching a copy of the notice of suspension and a copy of the NOD (where issued). If no NOD has been issued, the arbitrator shall be emailed a copy of the NOD by the Employer upon issuance.

(4) Within five (5) business days of UNION's request for a review, the employer's representative and UNION shall each email to the arbitrator a statement of no more than two (2) pages, stating their position as to whether or not the contractual standard has been met. The opposing party and GOER shall be copied on the submission.

(5) At the next scheduled contract "triage" session after receipt of such request for review or as soon thereafter as is practicable, the arbitrator shall review the documents and the arguments of the parties. If the arbitrator feels the need to hear from the employer and UNION, the arbitrator may hold a conference call or meeting with both sides. The arbitrator shall render a short email decision to the parties stating that probable cause for the suspension under Article 33 has, or has not, been met.

(6) Where the arbitrator determines that probable cause has not been met, the employee will be restored to the payroll or have leave credits restored, as the case may be, retroactive to the date of suspension.

(7) Nothing herein shall restrict the authority of the Article 33 arbitrator who hears a NOD from deciding guilt or innocence of an employee and, if guilty, what the appropriate penalty may be. The Article 33 arbitrator shall simply be informed that the individual is suspended without pay or is not suspended without pay.

(8) In cases where the "triage" arbitrator determines that there was probable cause for the suspension, nothing herein shall restrict the disciplinary arbitrator from determining, at the conclusion of the case and after all evidence has been considered, whether there was probable cause for the suspension.

(9) In cases where the "triage" arbitrator determines there was not probable cause for the suspension, the Article 33 arbitrator who hears the NOD shall not be authorized to consider the lack of a suspension in determining an appropriate penalty.

II. Hybrid Virtual Disciplinary Hearings

(a) The State shall have the right to determine whether an interrogation will occur via teleconference, videoconference or in person.

(b) With respect to agency level meetings, the parties agree that either party has the right to require that such meetings occur via teleconference or videoconference.

(c) With respect to disciplinary arbitrations, either party may require that such hearings occur via videoconference, subject to planning with the appointed arbitrator.

(d) Whether a witness appears at an in-person hearing via teleconference or videoconference shall be determined solely by the appointed arbitrator absent the consent of both parties.

(e) Nothing herein shall restrict the ability of the employee and his/her representative(s) from appearing together at the same location for any of the proceedings referenced in paragraphs (a) through (c) above.

III. The parties hereby establish a labor/management committee to address any issues arising out of the implementation of this MOA, including, but not limited to, the impact upon the time and attention of the “triage” arbitrator.

IV. This pilot program ~~will commence~~ **began** upon ratification of the State/PEF 2019-2023 Agreement and will terminate on March 31, ~~2023~~**2026** unless renewed by mutual agreement of the parties. Notwithstanding the termination date, the expedited suspension review procedures herein shall be available for any suspensions implemented on or prior to March 31, ~~2023~~**2026** and the provisions for virtual hearings shall be applicable to any NOD issued on or before March 31, ~~2023~~**2026**. The parties agree that if this pilot is not extended by mutual agreement both parties reserve their rights to make arguments in any appropriate forum regarding whether the employer can require participation in virtual proceedings covered by Section II above.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

Dated: ~~June 4, 2021~~ **June 6, 2023**

Dated: ~~June 4, 2021~~ **June 6, 2023**

~~June 4, 2021~~ **June 6, 2023**

Dear Mr. Spence:

This letter confirms our understandings during negotiation of the ~~2019-2023~~ **2023-2026** State/PEF Agreement regarding temporary modification of the Annual Leave cap contained in Article 12.4 of the Agreement.

As a result of the COVID-19 emergency, we had agreed outside of contract negotiations that employees could carry excess accruals that would have been otherwise forfeited on April 1, 2020, ~~or~~ April 1, 2021, **April 1, 2022 and April 1, 2023** through December 31, ~~2024~~ **2023**. Vacation credits earned on or after April 1, ~~2024~~ **2023** that would normally be subject to the April 1, ~~2022~~ **2024** cap contained in Article 12.4(c) of the Agreement were not subject to these prior special agreements necessitated by COVID-19.

~~During the course of negotiations for the 2019-2023 State/PEF Agreement, we reached the following understandings regarding excess vacation credits:~~

- ~~1. As of January 1, 2022~~ **2024** any excess vacation credits set to expire under the terms of our prior emergency agreements shall expire.
- ~~2. As of April 1, 2022, the vacation accumulation cap of 40 days pursuant to Article 12.4(c) shall be increased to 50 days for all members of the PS&T bargaining unit. The cap under this subsection of the Agreement will revert to 40 days on April 1, 2023.~~

Sincerely,
Michael N. Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter confirms the understandings reached by the parties during negotiations of the 2023-2026 State/PEF Agreement regarding establishing a Paid Parental Leave benefit.

Paid Parental Leave

Effective April 2, 2023, Paid Parental Leave will become available to any gestation, non-gestational, adoptive, or foster parent in the Professional, Scientific and Technical Unit, including the Roswell Park Cancer Institute, the School for the Deaf and School for the Blind, who meets certain eligibility criteria. All other childcare leave benefits, including sick leave accruals, family sick leave benefits, and Family Medical Act (FMLA) remain unchanged and available for use when applicable. Employees who have a qualifying event prior to ratification, at their option, will be made whole for time charged to leave accruals or time taken off the payroll on or after the effective date and within seven months of the qualifying event.

All employees of the unit who work full-time or who work at least 50% part-time are eligible for this benefit. Such employees are eligible beginning after six months of State service. The work percentage that will determine the compensation under the benefit will be determined by a six month look back before the date the leave commences. For purposes of the six-month eligibility criteria and the six-month look back for work percentage, employees who work on a ten-month schedule will not be considered to have a break in service for the purposes of these six-month calculations. (For example, an employee who works a ten-month schedule who began employment on May 1 and worked through June 30 and had the summer off and then resumed work for the schoolyear on September 1, would be eligible on January 1; and the work percentage would be based on the applicable months in this six-month period.

Employees may take leave with pay for up to 12 weeks for each qualifying event, defined as the birth of a child or placement of a child for adoption or foster care. Paid Parental Leave is available for use once every 12-month period. A qualifying event begins the 12-month period. Paid Parental Leave may begin on the date of birth, the day of adoption or foster care placement or anytime thereafter within seven months. An employee's ability to use Paid Parental Leave ends seven months from the date of the

qualifying event. If a qualifying event occurred within seven months before the effective date of this Paid Parental Leave benefit, an employee may use Paid Parental Leave, however the employee's use of Paid Parental Leave must end within seven months of the qualifying event.

Paid Parental Leave may be used in combination with all other paid and unpaid childcare leave benefits. Usage of accruals cannot run concurrently with Paid Parental Leave and may be taken at appropriate time in addition to Paid Parental Leave.

If both parents are employed by a State agency in a unit that has agreed to or is covered by this leave, both parents may use Paid Parental Leave even if they work for the same appointing authority.

Paid Parental Leave cannot be used intermittently and must be taken in a block of time. Employees do not have to take the full 12 weeks, but once they return from Paid Parental Leave, they can no longer use this leave.

For attendance and leave purposes, employees are deemed to be in leave without pay status while on Paid Parental Leave. They do not earn biweekly leave accruals or observe holidays, nor do they receive personal leave or vacation bonus days if their anniversary dates fall while they are using Paid Parental Leave. In such cases, the personal leave anniversary date changes to the date of return to work and the employee receives personal leave on the adjusted anniversary date. The vacation anniversary date is adjusted if the period of continuous absence on Paid Parental Leave and any other kind of childcare leave, except where the employee charges accruals on such leave, exceeds six months. If such period is less than six months, the employee retains the same vacation anniversary date and is credited with vacation bonus days upon return to work.

Voluntary Reduction in Work Schedule (VRWS) must be suspended on the first day of the payroll period in which an employee begins their Paid Parental Leave.

While using Paid Parental Leave, employees continued to be covered by their existing insurance benefits and all employer contributions continue. Employees continue to have health insurance premiums, retirement contributions, and other payroll deductions withheld from their paycheck.

Employees using Paid Parental leave continue to receive retirement service credit for days while on leave as it is considered full pay status for this purpose.

Paid parental leave may not be used to extend employment beyond the point it would otherwise end by operation of law.

Sincerely,

Michael Volforte

Director

Office of Employee Relations

Wayne Spence, President

Public Employees Federation, AFL-CIO

June 6, 2023

Dear Wayne Spence:

Let this letter confirm our mutual understanding reached during negotiation of the 2023-2026 State/PEF Agreement regarding the disciplinary due process rights for certain individuals with the Department of Labor.

1. Eligibility. In order to be eligible for the disciplinary procedure herein, individuals must be:
 - a. An employee in the Department of Labor;
 - b. Employed in an hourly position in the title of LSR for five years on a full-time basis; and
 - c. Have taken the T& E examination for such title
2. Procedure. An eligible employee shall not be removed or otherwise subjected to any disciplinary penalty except for incompetency or misconduct shown after a hearing upon written notice of charges. A person against whom removal or other disciplinary action is proposed shall have written notice thereof and of the reasons therefor, shall be furnished a copy of the charges preferred against him and shall be allowed at least eight days for answering the same in writing. The hearing upon such charges shall be held by the commissioner, who has the power to remove such employee, but the hearing shall be conducted by a hearing officer who shall be an arbitrator appointed from the list of arbitrators maintained by the parties. The eligible employee may be represented by the union or by an attorney, and shall allow them to summon witnesses on their behalf. The hearing officer shall make a record of such hearing which shall, with the hearing officers' recommendations, be referred to the commissioner for review and decision
3. The burden of proof shall be on the Department of Labor. Compliance with the technical rules of evidence shall not be required. If such employee is found guilty of the charges, the penalty or punishment may consist of a reprimand, a fine not to exceed one hundred dollars to be deducted

from the salary or wages of such officer or employee, suspension without pay for a period not exceeding two months, demotion in grade and title, or dismissal from the service less any unemployment benefits received during a period of suspension. If such officer or employee is found guilty, a copy of the charges, their written answer thereto, a transcript of the hearing, and the determination shall be filed in the office of the commissioner. A copy of the transcript of the hearing shall, upon request of the officer or employee affected, be furnished to them without charge.

4. Such charges shall be brought no more than one year after the occurrence of such incompetency or misconduct but such limitation shall not apply where the incompetency or misconduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.

5. An eligible employee shall have the right to representation as provided in Civil Service Law 209-a.1(g).

Sincerely,

Michael N. Volforte, Director

Office of Employee Relations

June 6, 2023

Wayne Spence, President
Public Employees Federation, AFL-CIO

RE: Article 7
PS&T Unit Increased Hiring Rate

Dear Wayne Spence:

As soon as practicable after ratification, employees in titles where an increased hiring rate was instituted who did not receive the increased hiring rate, shall receive \$1,000 annually until reaching job rate. This payment shall not be part of an employee's base salary, but it is subject to the general salary increases and is included for overtime calculations.

The parties further agree to include language in the pay bill that authorizes OER and PEF to enter into an agreement to provide additional compensation to eligible employees in cases where the Director of Classification and Compensation has exercised authority under Section 130(4) of Civil Service Law.

Sincerely,

Michael N. Volforte, Director
Office of Employee Relations

Memorandum of Agreement
Between
The State of New York
And
The Public Employees Federation
Concerning Employee Dental Stipend

During the course of negotiating the 2023-2026 State/PEF Agreement (Agreement) the parties had extensive discussion about the out-of-pocket expenses incurred by PS&T Unit members for dental care under the current dental plan provided by the State of New York. Based on those discussions, the parties agreed as follows:

- 1. The State will provide an annual \$400 lump sum payment to eligible employees to offset out-of-pocket dental expenses. This payment will not be added to base salary, is not subject to salary increases and is not pensionable.**
- 2. This lump sum payment will be available to any PS&T Unit member who is enrolled on the first day of the fiscal year at issue, having completed the 56-day waiting period, in the NYSHIP Dental Plan in accordance with the provisions contained in part 73 of the Rules and Regulations of the Department of Civil Service (4 NYCRR Part 73), except that it shall not mean seasonal employees whose employment is expected to last less than six (6) months, employees in temporary positions of less than six (6) months duration, or employees holding appointments otherwise expected to last less than six (6) months. For fiscal year 2023-2024, the member must have been enrolled, having completed the 56-day waiting period, on the date of ratification.**
- 3. Subject to the limitation in Paragraph 4 below, the lump sum payment shall be disbursed directly to employees as soon as practicable following the start of each fiscal year of the Agreement. For fiscal year 2023-2024 this will be interpreted to mean as soon as practicable following ratification of the Agreement.**
- 4. The annual lump sum payments made pursuant to this Memorandum of Agreement shall end when the State enters into a new dental services contract for the provision of dental benefits to eligible NYSHIP enrollees. The payment will be available for each fiscal year in which a new dental services contract was not in place for any portion of that fiscal year.**

June 6, 2023

For the State

Michael N. Volforte

Director

Office of Employee Relations

For PEF

Wayne Spence

President

Public Employees Federation

APPENDIX III

Memoranda and Side Letters

These documents are reproduced here for information. While they are not subject to the provisions of Article 34 of the Agreement, the State and PEF acknowledge that they set forth certain understandings of the parties concerning certain articles; and confirm mutually accepted definitions and clarifications of the parties in connection with certain articles; and therefore, have value in connection with the interpretation and application of certain articles of the Agreement.

MEMORANDUM OF UNDERSTANDING
Between
THE STATE OF NEW YORK
And
PUBLIC EMPLOYEES FEDERATION, AFL-CIO
Concerning
PRODUCTIVITY ENHANCEMENT PROGRAM

This Memorandum of Understanding is entered into by the State of New York (hereinafter “the State”) and the Public Employees Federation, AFL-CIO (hereinafter “the Union”), representing employees in the Professional, Scientific & Technical Services Unit.

The State and the Union hereby agree to implement a Productivity Enhancement Program, which shall be governed by the following provisions:

- I. The Productivity Enhancement Program (PEP) allows eligible employees to exchange previously accrued annual leave (vacation) and/or personal leave in return for a credit to be applied toward their employee share of NYSHIP premiums on a biweekly basis. In no case can the credit available under the program be applied to the employer share of NYSHIP premiums.
- II. The program will be available for the entire calendar year in ~~2020, 2022 and 2023~~ **2024 and each year thereafter**. ~~For calendar year 2021, the program shall be effective July 1, 2021 and shall be prorated. The enrollment period for calendar year 2021 will be conducted as soon as practicable following ratification. The enrollment period for 2022 and 2023 will be conducted during the month of October~~ **November** immediately preceding **the program for the next** that year.

~~Calendar Years 2020, 2021, 2022 and 2023:~~

(SG 1-17) Full-time employees, up to and including SG 17 (or non-statutory employees with an annual salary no greater than the job rate of SG 17), who enroll in the program will be eligible to forfeit either a total of either ~~34~~ or ~~68~~ days of annual and/or personal leave standing to their credit at the time of enrollment in return for a credit of up to ~~either \$500 or \$1,000 in calendar year 2020 and \$600~~ **\$800** or ~~\$1200~~ **\$1600** in calendar years ~~2021 (prorated), 2022 and 2023~~ to be applied toward the employee share of NYSHIP premiums deducted from biweekly paychecks in each year.

(SG 18-24) Full-time employees, in SG 18 (or non-statutory employees equated to SG 18, or in the absence of that, employees with an annual salary exceeding the job rate of SG 17) up to and including SG 24 (or non-statutory employees with an annual salary no greater than the job rate of SG 24), who enroll in the program will be eligible to forfeit a total of either ~~22.5~~ or ~~45~~ days of annual and/or personal leave standing to their credit at the time of enrollment in return for a credit of up to ~~either \$500 or \$1,000 in calendar year 2020 and \$600~~ **\$750** or ~~\$1200~~ **\$1500** in calendar years ~~2021 (prorated), 2022 and 2023~~ to be applied toward the employee share of NYSHIP premiums deducted from biweekly paychecks in each year.

The credit will be divided evenly among the State paydays that fall between January 1 and December 31 of these years.

- III. The program will be available to eligible part-time employees on a prorated basis.

IV. In order to enroll an employee must:

- Be a classified or unclassified service employee in a title below Salary Grade 25, or equated to a position below Salary Grade 25, or be a non-statutory employee with an annual salary no greater than the job rate of the Salary Grade 24;
- Be an employee covered by the ~~2019-2023~~**2023-2026** New York State/PEF Collective Bargaining Agreement;
- Have a sufficient leave balance to make the full leave forfeiture at the time of enrollment without bringing their combined annual and personal leave balances below 8 days; and
- Be a NYSHIP enrollee and contract holder in either the Empire Plan or an HMO at the time of enrollment.

Once enrolled, employees continue to participate unless they separate from State service or cease to be NYSHIP contract holders. Leave forfeited in association with this program will not be returned, in whole or in part, to employees who cease to be eligible for participation in the program.

V. Employees must submit a separate enrollment form for each calendar year in which they wish to participate.

VI. During any calendar year in which an employee participates, the credit established upon enrollment in the program will be adjusted only if the employee moves between individual and family coverage under NYSHIP during that calendar year.

VII. Disputes arising from this program are not subject to the grievance procedures contained in the ~~2019-2023~~**2023-2026** State/PEF collective bargaining agreement.

~~VIII. The program will end on December 31, 2023 unless renewed by mutual agreement of the parties.~~

For the State:

Michael N. Volforte
Director
~~Governor's~~ Office of Employee Relations

For PEF:

Wayne Spence
President
Public Employees Federation

Date: ~~June 4, 2021~~**June 6, 2023**

MEMORANDUM OF UNDERSTANDING
between
THE STATE OF NEW YORK
and
PUBLIC EMPLOYEES FEDERATION, AFL-CIO
Concerning
TEACHERS' PRODUCTIVITY ENHANCEMENT PROGRAM

This Memorandum of Understanding is entered into by the State of New York (hereinafter "the State") and the Public Employees Federation, AFL-CIO (hereinafter "the Union"), representing employees in the Professional, Scientific & Technical Services Unit.

The State and the Union hereby agree to implement a Productivity Enhancement Program for teachers in State institutions as defined in Section 136 of the Civil Service Law. This program shall be governed by the following provisions:

I. The Productivity Enhancement Program (PEP) allows eligible employees to exchange previously accrued **floating days, compensatory and/or** personal leave in return for a credit to be applied toward their employee share of NYSHIP premiums on a biweekly basis. In no case can the credit available under the program be applied to the employer share of NYSHIP premiums.

II. The program will be available for the entire calendar year in ~~2020, 2022 and 2023~~ **2024 and each year thereafter**. ~~For calendar year 2021, the program shall be effective July 1, 2021 and shall be prorated. The enrollment period for 2021 will be conducted as soon as practicable following ratification. The enrollment period for 2022 and 2023 will be conducted during the month of October~~ **November** immediately preceding **the program for the next** ~~that~~ year.

~~Calendar Years 2020, 2021, 2022 and 2023~~

(SG 1-17) - Full-time employees, up to and including SG 17 (or non-statutory employees with an annual salary no greater than the job rate of SG-17), who enroll in the program will be eligible to forfeit 1 to ~~6-8~~ **8** days of personal leave standing to their credit at the time of enrollment in return for a credit of ~~\$166.66 per day for calendar year 2020 and \$200 per day for calendar years 2021 (prorated), 2022 and 2023~~ to be applied toward the employee share of NYSHIP premiums and deducted from biweekly paychecks during each year.

(SG 18-24) - Full-time employees, in salary grade 18 (or non-statutory employees equated to SG 18, or in the absence of that, employees with an annual salary no less than the job rate of SG-17) up to and including salary grade 24 (or non-statutory employees with an annual salary no greater than the job rate of SG-24), who enroll in the program will be eligible to forfeit 1 to ~~4-5~~ **5** days of personal leave in return for a credit of ~~\$250 per day for calendar year 2020 and \$300 per day for calendar years 2021 (prorated), 2022 and 2023~~ to be applied toward the employee share of NYSHIP premiums deducted from biweekly paychecks in each year.

The credit will be divided evenly among the State paydays that fall between January 1 and December 31 of these years.

III. The program will be available to eligible part-time employees on a prorated basis.

IV. In order to enroll an employee must:

- Be a classified or unclassified service employee in a title below Salary Grade 25, or equated to a position below Salary Grade 25, or be a non-statutory employee with an annual salary no greater than the job rate of the Salary Grade 24;
- Be an employee covered by the ~~2019-2023~~ **2023-2026** New York State/PEF Collective Bargaining Agreement; and
- Be a NYSHIP enrollee and contract holder in either the Empire Plan or an HMO at the time of enrollment.

Once enrolled, employees continue to participate unless they separate from State service or cease to be NYSHIP contract holders. Leave forfeited in association with this program will not be returned, in whole or in part, to employees who cease to be eligible for participation in the program.

V. Employees must submit a separate enrollment form for each program year in which they wish to participate.

VI. During any calendar year in which an employee participates, the credit established upon enrollment in the program will be adjusted only if the employee moves between individual and family coverage under NYSHIP during that calendar year.

VII. Disputes arising from this program are not subject to the grievance procedures contained in the ~~2019-2023~~ **2023-2026** State/PEF collective bargaining agreement.

~~VIII. The program will end on December 31, 2023 unless renewed by mutual agreement of the parties.~~

For the State:

For PEF:

Michael Volforte
 Director
 Governor's Office of Employee Relations

Wayne Spence
 President
 Public Employees Federation

Date: ~~June 4, 2021~~ **June 6, 2023**

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

RE: Article 33 - Discipline

Dear Mr. Spence:

This letter continues, confirms and updates the understandings reached by the parties during negotiations of the 2015-2016 State/PEF Agreement regarding discipline of patient abuse cases:

- The parties shall meet within 60 days of ratification to create a new Select Panel on Patient Abuse.
- When the new Select Panel is established, the daily fee for arbitrators will be increased to \$1,200, to be split equally between the parties.
- New joint training will be provided to the panel as soon as practicable. Additional training for the panel will be scheduled every 2-3 years thereafter.
- A table of penalties for increasingly severe acts of misconduct will be negotiated.
- Employees who are found guilty of patient abuse charge(s) and not terminated do not return to the facility from which they came.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

RE: Temporary Employees, Contractor, Consultants, and Employees of Non-State Entities

Dear Mr. Spence:

This letter continues and confirms the understandings reached by the parties during negotiations of the 2011-2015 State/PEF Agreement regarding the State's current use of temporary employees, contractors, consultants, employees of public authorities and public benefit corporations, and employees of other non-State entities.

Appropriate representatives of the State and of PEF will form a committee to engage in a review of the utilization by the State of temporary employees, contractors, consultants, employees of public authorities and public benefit corporations, and employees of other non-State entities during the term of this Agreement. The parties will meet and confer as to how permanent State employees can be better utilized to perform functions currently performed by such employees in present and future circumstances.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

RE: Sick Leave Credit Life Expectancy Tables

Dear Mr. Spence:

This letter confirms that the life expectancy actuarial tables referenced in Article 9.13(c) are the 1999 Unisex Life Expectancy Tables for the Employees Retirement System.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will continue and confirm the understanding reached during negotiations of the 2007-2011 State/PEF Agreement regarding Article 7.6~~11~~**12** Performance Awards.

We have agreed that within one year of ratification of this Agreement, PEF and GOER will examine the issue of establishing an additional October payment date for performance awards. Should we agree to establish an additional payment date, it will not be effective until October 2021.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter confirms the understandings reached by the parties during negotiation of the ~~2019-2023~~**2023-2026** State/PEF Agreement regarding the continuation of a program allowing certain employees in the PS&T bargaining unit to opt to earn compensatory time in lieu of overtime pay for hours worked over 40 in a week.

1. The program is limited to all PS&T bargaining unit employees who are in salary grades 22 and below or otherwise overtime eligible.
2. In each year of the ~~2019-2023~~**2023-2026** Agreement, the program year will run from July 1 through June 30. Eligible employees may opt to participate in this program during each of the program years, ~~with the exception of the July 2020 through June 2021 program year.~~ Employees need not participate in all years.
3. Enrollment forms will be developed to facilitate employee option into the program and designation of hours sought to be liquidated (see paragraph 9) as soon as practicable following ratification.
4. Once an employee opts into the program, every hour of overtime worked by such employee will earn that employee 1.5 hours of compensatory time to be called Over40 Comp Time.
5. For the purposes of this program, hours in excess of 40 hours in a week will qualify for Over40 Comp Time.
6. Employees on a 37½-hour workweek will still earn compensatory time pursuant to current practice for hours between 37½ and 40. However, only those hours worked in excess of 40 will be credited into this program.
7. Over40 Comp Time can be accumulated to a maximum of 240 hours in a bank separate from the compensatory time bank which reflects time earned for hours worked between 37 ½ and 40 hours. In no case shall employees be permitted to charge absences from work to the Over40 Comp Time bank. Over40 Comp Time hours carried in the bank do not expire and shall be kept in such bank until the employee is separated from service.
8. Similarly, all rules and policies that cover the treatment of compensatory time earned for hours worked between 37 ½ and 40 hours when an employee is transferred, separated from service or at retirement shall apply for Over40 Comp Time in this program.
9. An employee may liquidate up to 120 hours in the bank one time per program year payable in the closest payroll period to December 1st at the rate of pay earned at the time of this liquidation.
10. At the time the employee is eligible to liquidate the entire bank of such accrued time, the cash-out value of any Over40 Comp Time accrued shall be at the rate of pay earned at the time of liquidation, but in no event shall it be less than FLSA requirements.

11. If an employee reaches the 240-hour maximum Over40 Comp Time accumulation, any hour of overtime after 40 hours shall be paid at the overtime rate and additional Over40 Comp Time will not be earned in lieu of overtime pay.
12. In no event shall this program continue beyond July 1, ~~2023~~2026, unless both parties agree to extend it.
13. The parties shall meet to review and discuss the program to resolve any issues that may arise.
14. This agreement nullifies any local agreements that may exist regarding this issue.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter continues and confirms the understandings reached by the parties during negotiations of the 2007-2011 State/PEF Agreement regarding employee moves from positions designated as “NS” (Non-Statutorily paid or unallocated to a salary grade) to statutorily graded positions. The provisions of this letter do not apply to employees moving from Traineeships to statutorily graded positions.

The provisions herein shall apply prospectively as of the date of ratification of the 2007-2011 Agreement.

Scenario 1: When an employee who occupies a position designated as “NS” as defined above moves to an annual salaried position which is allocated to a salary grade, the hiring rate of which is greater than the annual rate of compensation then received by such employee in the “NS” position, such employee shall be eligible for the salary placement provisions found in Article 7.3 of the collective bargaining agreement covering the PS&T bargaining unit. Accordingly, by virtue and reference of this sideletter, such employee shall receive the salary treatment benefit provided in Section 131.5(a)(ii) or 131.5(b)(ii) of the Civil Service Law, as applicable. We note that paragraph (b) cited above relates to seasonal positions.

Scenario 2: When an employee who occupies a position designated as “NS” as defined above and receives an annual salary in such “NS” position, be it equated to a grade or otherwise, moves to an annual salaried position which is allocated to a salary grade, the hiring rate of which is equal to or lower than the annual rate of compensation then received by such employee in the “NS” position, the salary to be paid to that employee shall be established in accordance with Section 131.5(c) of the Civil Service Law (i.e., traditional salary reconstruction). However, upon ratification of the agreement to which this sideletter is attached, the State shall seek introduction and passage of legislation which would amend Section 131.5(c) of the Civil Service Law to remove current provisions that restrict the resultant salary of an employee having moved from an “NS” to a graded position to not exceed the salary which had previously been received in the “NS” position. Provisions of Section 131.5(a)(i) or 131.5(b)(i) of the Civil Service Law shall not apply.

Scenario 3: When an employee who occupies a position designated as “NS” as defined above and receives an hourly or per diem rate of pay in such “NS” position, moves to an annual salaried position which is allocated to a salary grade, the hiring rate of which is equal to or lower than the “hourly-converted-to-annual” rate of compensation then received by such employee in the “NS” position, the salary to be paid to that employee shall be established as follows:

- Identify the date on which the employee first achieved an “hourly-converted-to-annual” salary in the NS position which equaled or exceeded the then hiring rate of the graded position that the employee is being appointed to;
- Calculate the total number of hours that the employee served in such hourly or per diem NS position at a rate equal to or greater than the hiring rate of the graded position (excluding hours served at a rate lower than the hiring rate of the graded position); and then

- First such employee shall be placed at the hiring rate of the annual salaried allocated position. Such employee's salary shall then be reconstructed consistent with the step advancement system in place for that salary grade to a level commensurate with his/her qualifying years of service (years served) in the previous "NS" hourly position or positions held immediately prior to appointment to the annual salaried allocated position (e.g., 3 years of service would result in reconstruction at step 3 of the salary grade). For purposes of the above, years of service shall be credited based on the summation of hours actually worked in accordance with the hourly computation described in the preceding paragraph, divided by the number of hours in a full work year (2,088), rounded to the nearest whole year (e.g., 4,000 worked hours divided by 2,088 hours per year equals 2 years of service rounded). Provisions of Section 131.5(a)(i) or 131.5(b)(i) of the Civil Service Law shall not apply.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Re: Policy on Travel in Proximity of Official Station or Home

Dear Mr. Spence:

This is to continue and confirm our understanding reached during the course of negotiations of the 2007-2011 Agreement on the subject of mileage reimbursement when an employee is not in travel status (i.e. when the employee is doing business within 35 miles of his or her home or official station).

1) The Office of the State Comptroller will amend the Travel Manual to address the appropriate reimbursement of transportation expenses incurred by an employee when he or she travels to an alternate work location less than 35 miles from his or her home or official station. The amendment to the Travel Manual will establish the following:

When an employee is assigned to work at an alternate work location less than 35 miles from home or official station, the employee is not considered to be in travel status. However, an employee may be entitled to reimbursement of transportation expenses associated with travel to the alternate work location. At minimum, mileage will be reimbursed at the appropriate mileage reimbursement rate as established in Article 8.2 using the “lesser of mileage rule.” This rule provides that employees will be reimbursed the lesser of 1) mileage from home to the alternate work location or 2) mileage from the official station to the alternate work location. Agency management will continue to have the discretion to establish a reasonable reimbursement policy that provides for reimbursement in excess of the “lesser of mileage rule” for business-related mileage when an employee is not in travel status.

2) Section 8.2 of the Comptroller’s Rules and Regulations and the OSC Travel Manual will be changed to establish the “lesser of mileage rule” consistent with the above policy change.

3) The above policy will be effective September 1, 2008. One month prior to the September 1, 2008 effective date, each agency will advise its employees of the policy it has adopted regarding reimbursement for travel in the proximity of the official station or home. Effective September 1, 2008, the policy adopted by the agency will supersede all agency policies that provide otherwise, no matter what the source of the policy.

4) The amendment to the Travel Manual, Section 8.2 of the Comptroller’s Rules and Regulations, or an agency’s issuance or implementation of policy which are consistent with and are adopted solely to implement the terms of paragraph three above, may not be grieved or form the basis for an improper practice charge, or any other legal or administrative action.

For the State:

For PEF:

Michael Volforte
Director
Governor’s Office of Employee Relations

Wayne Spence
President
Public Employees Federation

June 4, 2021

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

~~—This letter will continue and confirm the understandings reached by the parties during the negotiation of the 2007-2011 State/PEF Agreement regarding flexibility in the administration of the Empire Plan Prescription Drug Formulary.~~

~~—When deemed appropriate, the Empire Plan Prescription Drug Program Insurer/Pharmacy Benefits Manager (PBM) shall be permitted the following flexibility in the administration of the formulary:~~

- ~~• When clinically appropriate and financially advantageous to the Plan, the Insurer/PBM shall be allowed to place a brand name drug on Level 1, subject to the Level 1 copayment; Effective October 1, 2011, when deemed appropriate, the Empire Plan Prescription Drug Program Insurer/Pharmacy Benefits Manager (PBM) shall be allowed to exclude or place a “first launch” generic drug on Level Three subject to the appropriate copayment. Such placement may be revised mid-year (separate from the annual modification of the formulary) when such revision is advantageous to the plan. PEF and enrollees shall be notified in advance of such changes.~~
- ~~• Mandatory Generic Substitution (for multi-source brand names drugs) as described in Article 9.22 will not apply in such instances.~~
- ~~• Certain therapeutic categories of prescription drugs with two or more clinically sound and therapeutically equivalent Level 1 options, as determined by the Insurer/PBM, may not have a brand name drug in Level 2; and~~
- ~~• Access to one or more drugs in select therapeutic categories may be restricted (not covered) if the drug(s) has no clinical advantage over other generic and brand name medications 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 are 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.~~

~~All other Prescription Drug Program Formulary administrative processes remain unchanged.~~

For the State: _____ For PEF:

Michael Volforte _____ Wayne Spence
Director _____ President
Governor’s Office of Employee Relations — Public Employees Federation

June 6, 2023

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Wayne Spence:

Site of Care Redirection Program for Infusions

Effective January 1, 2024, the Empire Plan will implement a Site of Care (SOC) Redirection Program for Infusions. Drugs used to treat cancer and hemophilia are excluded from this program. This Program will apply to Empire Plan-primary members only.

The Site of Care Redirection Program shall be administered as described below. The Joint Committee will meet regularly to discuss the rollout of the program and jointly oversee the implementation, administration, and any future development of the program.

Effective January 1, 2024, the Hospital Program administrator's current medical necessity review for infusions of drugs included on the Hospital Program Administrator's Site of Care Drug List in the hospital outpatient setting will expand to include a review of the site of care. The site of care review will determine the clinical appropriateness of administering the infusion in the hospital outpatient setting versus provider office/suite, freestanding infusion center, or home. If it is determined that an alternate site of care is clinically appropriate for the infusion to be administered, the Hospital Program administrator will coordinate with the enrollee's provider and the Home Care Advocacy Program (HCAP) to recommend an alternate site of care for the infusion. If the provider or enrollee disagrees with the alternate site of care recommendation, they may exercise the enrollee's appeal rights to obtain services in the hospital outpatient setting.

Effective January 1, 2024, the medical or prescription drug copayments associated with infusions of drugs included on the Site of Care Drug List will be waived when the enrollee uses a non-hospital infusion site of care. In addition, requests for infusion therapy reviewed by the Hospital program administrator will not be subject to additional review by the Empire Plan Medical or Prescription Drug Program administrators.

There will be a six-month grace period for members receiving infusions of drugs on the Site of Care Drug List in the outpatient hospital setting on January 1, 2024. Members may continue receiving infusions in the hospital outpatient setting until the end of the grace period when the Hospital program administrator will require a site of care review.

Members receiving infusion therapy of a drug on the Site of Care Drug List at an alternate site of care on or after January 1, 2024, will not be subject to the medical or prescription drug copayments associated with infusions. Members will continue to be subject to continued medical necessity authorization through the medical or prescription drug program, as applicable.

Michael Volforte
Director
Office of Employee Relations

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter will continue and confirm the understandings reached by the parties during the negotiation of the 2007-2011 State/PEF Agreement regarding the development and implementation of an Empire Plan Specialty Pharmacy Program.

In order to promote superior clinical outcomes and more appropriate utilization consistent with Food and Drug Administration (FDA) and other best practice guidelines for the use of certain prescription drugs, the State may elect to establish an Empire Plan Specialty Pharmacy Program. If the State elects to do so, effective on an implementation date to be determined, the Program will consist of a network of one or more Specialty Pharmacies.

1. For purposes of this Program, Specialty Drugs that will be eligible for inclusion are defined as:
 - “orphan drugs”;
 - drugs requiring special handling, special administration and/or intensive patient monitoring/testing;
 - biotech drugs developed from human cell proteins and DNA, targeted to treat disease at the cellular level; or,
 - other drugs identified by the Program as used to treat patients with chronic or life threatening diseases.
2. Enrollees currently using, and physicians currently prescribing drugs that will be included in the Specialty Program will be notified in writing at least 30 days in advance of the implementation date.
3. Following implementation, enrollees may fill one prescription for a drug included in the Specialty Program at a Non-Specialty Network pharmacy, except for those drugs identified as being used for short-term therapy for which a delay in starting therapy would not affect clinical outcome.
4. Enrollees initially filling a prescription for a Specialty Drug at a Non-Specialty Network pharmacy will be contacted by the Program and advised that they must obtain all refills after the allowed fill(s) through the Specialty Drug Program. Thereafter, any additional claims for the same drug will be blocked at Non-Specialty Network pharmacies.
5. Beyond the initial fill(s) described in (3) above, enrollees must contact the Specialty Referral Line, accessible through the NYSHIP toll-free telephone line, prior to obtaining a drug included in the Specialty Program, in order to receive the maximum available benefit. Enrollee calls will be transferred directly to the participating specialty pharmacy that has agreed to provide the drug in question.
6. The Program Administrator will obtain all necessary information from enrollees and physicians in order to conduct prior authorization and enhanced case management of the utilization of these drugs to ensure that administration will be consistent with approved FDA indications and guidelines for administration and nationally accepted medical protocols.
7. Once an enrollee contacts the Specialty Referral Line, subsequent fills and refills for the same drug should be requested directly from the Specialty Pharmacy.
8. Any and all prescription(s), initial or refill, for designated Specialty Drugs will be limited to a 30-day supply, unless otherwise agreed to by the State and the Program administrator.
9. All Specialty Pharmacies that are participating in the Specialty Drug Program will provide enrollees with 24/7/365 access to a pharmacist.

10. Drugs meeting the above definition of a “Specialty Drug” will be excluded from coverage under the “standard” Empire Plan Prescription Drug benefit and will be provided through the Empire Plan Specialty Drug Program.

11. Drugs meeting the above definition of a “Specialty Drug” that are not included in the Empire Plan Specialty Drug benefit will continue to be covered under the “standard” Empire Plan Prescription Drug Program.

12. Drugs included in the Specialty Drug Program will be assigned to levels and subject to the same copayments as drugs covered under the “standard” Empire Plan Prescription Drug benefit.

13. Other than the accommodation described in (3) above, drugs included in the Specialty Program that are purchased without contacting the Specialty Referral Line will be treated as subscriber submitted claims and will be reimbursed in the same manner as subscriber submitted claims under the Empire Plan Prescription Drug Program: the enrollee will be reimbursed the lesser of the pharmacy charge or the amount the Program would have paid through the Specialty Drug Program less the appropriate copayment.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter will continue and confirm our agreement reached during the negotiations of the 2007-2011 Agreement between the ~~Governor's~~ Office of Employee Relations and the Public Employees Federation (PEF) regarding occupational lenses under the New York State Vision Plan for employees in the Professional, Scientific and Technical Services Unit.

Effective immediately upon ratification of the tentative agreement reached between the parties, PEF agrees that tint only is not a qualifying criterion for occupational lenses.

Please sign below to indicate concurrence with the above stated modification.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will continue and confirm the understanding reached during negotiations of the 2007-2011 State/PEF Agreement regarding the availability of Leave for Professional Meetings for non-day shift employees pursuant to Article 12.15 of the Agreement.

Non-day shift employees often wish to use professional leave to attend professional meetings or programs necessary for licensure that are held during what would otherwise be non-work hours. Accordingly, agencies shall make every effort to accommodate requests from these employees to adjust their regular work schedule to allow them to use professional leave. All other requirements for the use of professional leave will continue to apply.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

Let this confirm our agreement that **the funding pursuant to Article 27** ~~all committees funded pursuant to Articles 9, 10, 14, 15, 18, 27 and 42 of the 2019-2023~~ **of the 2023-2026** Collective Bargaining Agreement between the parties shall be so funded through December 31, ~~2023~~**2026**. Accordingly, appropriations shall be secured ~~to fund such committees~~ for both the term of this Agreement and the period between April 2, ~~2023~~**2026** and December 31, ~~2023~~ **2026** at a prorated amount to cover such period.

Nothing contained herein shall be deemed to waive either party's position regarding the appropriate interpretation of the 2007-2011 side letter on this topic or the language from that side letter which is repeated herein.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter will confirm the understanding reached by the parties during negotiations of the ~~2019-2023~~ **2023-2026** State/PEF Agreement regarding the allocation of funding appropriated pursuant to Article 14.4 of the Agreement. The parties hereby agree that the Professional Development and Quality of Working Life Coordinating Committee (hereinafter Committee) shall make available \$200,000 for each of the fiscal years of the ~~2019-2023~~ **2023-2026** Agreement **and thereafter** to fund two positions that will assist with the development and implementation of further initiatives developed by the parties in accordance with Articles 14, 15, 18, 22 and 44. Particular emphasis will be placed on initiatives directed toward PS&T Unit nurses and other professional employees in institutional settings.

The \$200,000 annual funding will be split equally between the State and PEF to support two positions at Salary Grade 18 or its equivalent. One of these positions will be in the ~~Governor's~~ Office of Employee Relations, while the other position will be with the Public Employees Federation, AFL-CIO.

~~These two positions will sunset on December 31, 2023.~~

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

The State of New York and the Public Employees Federation (PEF) believe that the labor/management process is best served by providing participants in the process with the necessary tools and experiences to achieve high-functioning committees. Accordingly, the parties are committed to creating and implementing a comprehensive Labor/Management Training Program (hereafter Program) for labor/management committees.

During the term of this Agreement, the parties shall develop a core curriculum appropriate for the Program. This core curriculum may include, but not be limited to, the following elements:

- Labor/Management Cooperation
- Committee Organization, Operation and Process
- Labor/Management Committee Skills
- Effective Communication
- Problem Solving and Conflict Resolution
- Successful Committees: Best Practices

Additionally, once the core curriculum has been designed and implemented, the parties shall explore development and delivery of specialized training to address the needs of individual labor/management committees.

The Program shall be developed and administered by the Professional Development Committee (PDC). Funding of \$200,000 for **per year** ~~each of the fiscal years of the 2019-2023 Agreement~~ will be made available to the Program from Article 15.4 of the State/PEF Agreement. Said funds shall be overseen and administered by the PDC.

The State and PEF shall promote the Program and encourage all labor/management teams to complete training in the core curriculum. Each party shall assign staff to coordinate the delivery of Program training.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

The parties believe that nurses should have available to them high quality and robust training, educational and professional development opportunities. Accordingly, the parties hereby agree that the Professional Development Committee (PDC) shall undertake the programs and initiatives described below to enhance professional development opportunities for Registered Nurses. These programs and initiatives will be funded by Article 15 and funds shall be overseen and administered by the PDC.

1. The PDC shall jointly develop an enhanced voucher program for Registered Nurses working at SUNY Upstate Medical Center, SUNY Downstate Medical Center, SUNY Stony Brook Medical Center and the Roswell Park Cancer Institute who are pursuing a four-year degree, Master's or Doctorate in nursing. This program can be expanded to other agencies or work locations by mutual agreement of the PDC.

2. The PDC shall jointly develop an enhanced reimbursement program over the maximum dollar amount available under the Workshop and Seminar Reimbursement Program. The amount of the enhanced reimbursement program will be determined by the PDC based on the funding available.

3. The PDC shall jointly design and develop training, educational and professional development programs and initiatives targeted to nurses. The PDC will work with and seek input from the Article 44, Joint Committee on Nursing and Institutional Issues in creating and designing such programs. These programs could include preceptor training, grant programs, conferences, tuition or other monetary support for National Certification in Specialties, and creation of professional development workshops and programs to support and enhance the nursing careers of nurses with the State of New York.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter ~~continues and~~ confirms the understandings reached by the parties during negotiation of the ~~2007-2011~~ **2023-2026** State/PEF Agreement regarding uniforms and employees in the Fire Protection Specialist title series at the Office of Fire Prevention and Control (OFPC).

PEF and local management shall meet regarding the “Policy on Wearing Department Supplied Clothing in the OFPC” (hereafter “Policy”). If the Policy includes a provision that requires employees in the Fire Protection Specialist titles series to wear uniforms, then those employees will be eligible for the uniform allowance described below.

Effective April 2, ~~2011~~ **2023**, the State will recommend to the Legislature that each employee in the Fire Protection Specialist title series shall be provided an annual maintenance allowance of ~~\$68-82~~ for a part-time employee and ~~\$88~~ **106** for a full-time employee in each year of the Agreement. However, employees who receive a regular uniform service or are not required to wear uniforms shall not be eligible for this allowance.

Such maintenance allowance shall become effective and payable in the State fiscal year within which the Policy referenced herein is agreed to at the local level. However, payment will be prorated based on when the agreement is reached during the fiscal year.

Any local agreement establishing the Policy referenced herein must be consistent with Article 24 of the State/PEF Agreement and shall be subject to final review and approval by the ~~Governor’s~~ Office of Employee Relations and the Public Employees Federation, or their designees.

The terms of this letter shall sunset on April 1, ~~2023~~ **2026**, unless extended by mutual agreement of the parties.

For the State:

For PEF:

Michael Volforte
Director
~~Governor’s~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter will confirm the understandings reached by the parties during negotiation of the ~~2019~~**2023-**~~2023~~**2026** State/PEF Agreement regarding the development of a Firearms Training and Safety Incentive Program for peace officers in the PS&T bargaining unit. The parties hereby agree that the Joint Health and Safety Committee shall develop and implement a Firearms Training and Safety Incentive Program (hereafter Program). Program years shall run concurrently with State fiscal years. ~~The first year in which the program will be offered is State fiscal year 2011-2012.~~

Under this Program, bargaining unit employees with peace officer status under section 2.10 of the New York State Criminal Procedure Law shall be eligible to receive an incentive payment in return for participating in an agency-directed training program designed to promote firearms proficiency and safety. To be eligible for inclusion in this program, agency-directed firearms proficiency and safety training programs must meet criteria promulgated by the Joint Committee on Health and Safety. Employees who successfully complete such training programs shall receive the incentive payment as soon as practicable upon conclusion of each fiscal year covered by the Program.

The incentive payment amount for training ~~in each fiscal year of the 2019-2023 Agreement~~ shall be ~~\$260~~**360**.

As soon as practicable after ratification of this Agreement, the Joint Committee on Health and Safety shall deliberate and agree upon criteria that agency-directed training programs must meet to qualify employees for receipt of an incentive under this Program.

~~The program shall sunset on April 1, 2023, unless extended by mutual agreement of the parties.~~ No aspect of this program shall be grievable under Article 34 of the ~~2019~~**2023-**~~2023~~**2026**-State/PEF Agreement.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will confirm the understanding reached during negotiations of the ~~2019-2023~~ **2023-2026** State/PEF Agreement regarding continuation of the program for annual leave restoration under Article 33, Discipline.

The parties agree that the program will begin on July 1, 2008 and expire on April 2, ~~2023~~ **2026**, unless the parties mutually agree to extend the program. Under this program, when vacation credits are restored pursuant to Article 33.4(a)(4), and such restoration causes the total vacation credits to exceed 40 days, an employee is allowed a period of one year from the date of restoration or the employee's return to work, whichever is later, to reduce the total accumulation to 40 days. In order to be eligible under this program, the date of the decision that deems the employee's suspension improper or the date of the decision finding the employee innocent of all charges must be on or after April 2, 2011 and on or before April 2, ~~2023~~ **2026**.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will continue and confirm our mutual understanding reached during negotiations of the 2007-2011 Agreement with respect to the use of technology for the Step 1 and/or Step 2 meeting required by Article 34, Grievance and Arbitration Procedure.

The parties recognize that advances in technology have led to the ability to have virtual meetings. Such virtual meetings can among other things, save the cost of travel, diminish pollution, and reduce highway congestion. Virtual meetings can include, but are not limited to, the use of net meetings, teleconferences and videoconferences.

The State and PEF support and encourage the exploration and use of virtual meetings as an efficient and effective method to conduct the Step 1 and/or Step 2 meeting required by Article 34. Either party may propose that such a virtual meeting be used for a Step 1 and/or Step 2 meeting and the method that will be used to conduct such a meeting. The other party must consent in order for the virtual meeting to go forward.

The State and PEF also acknowledge that in agencies where virtual meetings may be an option, it is appropriate for an agency-level labor/management committee to discuss the technology available for use in that agency and the procedure for requesting and responding to a proposal to use such technology. Any understandings reached as a result of such discussions must be consistent with Article 24.5 of the Agreement.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter continues and confirms the understandings reached by the parties during negotiation of the 2007–2011 State/PEF Agreement regarding overtime meal allowances on pass days.

The parties agree that in order to be eligible for an overtime meal allowance on a pass day, the six hours of work to earn the first allowance, or the nine hours of work to earn the second allowance, on a pass day must be consecutive. An unpaid meal break or any other unpaid break during the hours worked on a pass day breaks the consecutive hours of work and renders the employee not eligible for an overtime meal allowance. The employee must have six or nine consecutive hours on either side of an unpaid meal break or any other break in order to be eligible for an overtime meal allowance on a pass day.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

In the course of the negotiations of the ~~2019-2023~~**2023-2026** State/PEF Agreement the parties agreed to the continuation of the Employee Organization Leave (EOL) article which provides EOL for PEF designees for the purposes of investigation and processing of grievances.

As part of the parties' agreement to continue that article in the ~~2019-2023~~**2023-2026** Agreement, the parties also agreed that the conditions which apply to the use of EOL as outlined in the OER November 1979 memorandum to State agencies on this subject, a copy of which is attached, will also continue to be in effect for the term of the ~~2019-2023~~**2023-2026** Agreement.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

TO: STATE DEPARTMENTS AND AGENCIES

FROM: Meyer S. Frucher
SUBJECT: Grievance Representatives — PS&T Unit

Section 4.7(d) of the 1977-79 Agreement in the PS&T Unit provides for the granting of employee organization leave to union designees for the purposes of investigation of claimed grievances and processing of grievances. The employees on the attached list have been designated by the Public Employees Federation as grievance representatives eligible to be granted EOL under Section 4.7(d).

Agencies are authorized to grant EOL to the PEF grievance representatives on the attached list subject to the following conditions:

1. Eligibility for employee organization leave for the investigation of a claimed grievance or for the processing of a grievance shall be limited to one PEF steward or other PEF representative at one time for any single grievance.

2. Because PEF will have stewards in each work location, stewards will not be entitled to employee organization leave for the investigation or processing of grievances in work locations other than their own.

3. Because PEF will have stewards in each geographic location, stewards will be entitled to employee organization leave for travel in connection with grievance investigation and processing only if such travel time is required for attendance at a review meeting or hearing at any stage of the grievance procedure which is conducted at a geographic location other than that where the steward and grievant are assigned.

(Notwithstanding the limitations established in paragraphs 1, 2 and 3 above, an agency may, at its discretion, approve the use of EOL by more than one PEF steward or other PEF representative for the investigation or processing of the same grievance or may permit the use of EOL for the investigation or processing of a grievance at another work location or for travel, when the agency Employee Relations Officer or other appropriate management official believes that such approval will contribute to the effective utilization of the grievance procedure for the review and/or resolution of a grievance.)

4. To assure that the use of employee organization leave does not unduly interfere with the conduct of an agency's programs, a steward must obtain the advance approval of his immediate supervisor before absenting himself from his work station to engage in the investigation or processing of a grievance. The approval of the immediate supervisor shall not be withheld arbitrarily.

5. Use of employee organization leave pursuant to Section 4.7(d) shall be subject to all other conditions and practices governing the use of employee organization leave generally.

6. Use of employee organization leave pursuant to Section 4.7(d) shall continue to be governed by the interpretations promulgated in OER 74-3:

"The operative words in Section 4.7(d) are investigation and processing. With regard to the former term, it is applicable only to the period of time prior to the filing of the grievance and through the second stage of the grievance procedure. After the second stage it would not appear that further investigation of the grievance should be necessary. It would be more appropriate to consider time, other than time spent at such hearings or reviews, as preparation time. Needless to say, employee organization leave is not authorized for 'preparation time,' although time off properly charged to employee credits should be liberally granted.

With regard to the term processing, this term is limited to such time as is reasonable and necessary for appearances at grievance hearings or reviews."

Employees named on the attached list are entitled to receive approval to use EOL for grievance representation, subject to the above conditions, retroactive to March 27. Such employees who would have been entitled to the use of EOL under these conditions, and who were absent from their work stations for grievance representation purposes and charged such absence to leave accruals, should be permitted to retroactively charge such absences to EOL and have their leave accruals restored.

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

I am writing to continue and confirm the understanding of the parties in the negotiation of Article 4, Section 4.7(d) of the 2003-2007 Agreement.

Section 4.7(d) provides that the Director of Employee Relations may grant additional Employee Organization Leave (EOL) to designees of PEF under special circumstances.

We have established joint committee relationships in Article 14, Professional Development and Quality of Working Life Coordinating Committee, Article 15, Professional Development Committee, Article 18, Health and Safety, Article 22, Protection of Employees, and Article 44, Nursing and Institutional Issues. Time spent by PEF designees directly interacting with State representatives on these issues would be appropriately charged as EOL for labor/management committee participation under the provisions of Article 4, Section 4.7(c) of the Agreement. In addition to that need, however, we acknowledge that PEF has a need for study, review and internal preparation in connection with these joint committee relationships. To respond to this need we therefore agree that up to 55 days of EOL in each year of this Agreement shall be made available to PEF under the provision of Section 4.7(d) for preparation purposes in connection with PEF's participation in the joint relationships established in Articles 14, 15, 18, 22 and 44.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

MEMORANDUM OF UNDERSTANDING
between
THE STATE OF NEW YORK
and
THE PUBLIC EMPLOYEES FEDERATION, AFL-CIO
concerning
PERFORMANCE EVALUATION AND PERFORMANCE ADVANCES

- I. The PS&T Unit Performance Evaluation System and the payment of performance advances to PS&T Unit employees shall be subject solely to the provisions of this Memorandum. Payment of performance advances to PS&T Unit employees in accordance with the provisions of this Memorandum is acknowledged by the State and PEF to constitute full and complete compliance with the provisions of Article 7, Section 7.11 of the ~~2019-2023~~2023-2026 State/PEF Agreement.
- II. The State and PEF acknowledge that performance evaluation is a management prerogative, and that the State has the full and complete authority to exercise its prerogative to evaluate its employees so long as it does so in a manner not inconsistent with any of the provisions of paragraphs III A through D below.
- III. The PS&T Unit Performance Evaluation System shall include the following elements:
- A. Each employee shall be provided with a written Performance Program at the beginning of his/her evaluation period.
 - B. Performance evaluation shall occur at the end of the evaluation period, shall be based on the employee's Performance Program, and shall include both a narrative discussion of the employee's performance and a summary rating.
 - C. An employee may attach written comments to his/her Performance Program and/or Performance Evaluation.
 - D. Employees whose summary rating is below "Effective" shall be entitled to appeal such rating as described below:
 - 1. First, to an agency-level appeals committee consisting of three persons, one each designated by the State and PEF and the third selected by agreement of the other two, which shall make a non-binding recommendation to the agency head. An appeal to the agency-level appeals committee must be submitted within 15 calendar days of the receipt of the evaluation.
 - 2. Second, if the decision of the agency head is to deny the first-level appeal, to a State-level committee consisting of three persons, one each designated by the State and PEF and the third selected by agreement of the other two, which shall render a final determination on the appeal. An appeal to the State-level appeals committee must be submitted within 15 calendar days of receipt of the determination of the agency head.
 - 3. The employee shall have the right upon request to make a personal appearance before both appeals committees to present facts and make arguments in support of the appeal. The employee shall be entitled to PEF representation before both appeals committees if he/she so elects.
 - 4. The appeal procedure described in this Section D shall not be applicable to employees who are in probationary status.
- IV. Performance Advances shall be payable in accordance with the following provisions:
- A. Performance advances are defined as salary adjustments between the hiring rate and job rate of an employee's salary grade.

B. Eligibility for performance advances shall be limited to employees in positions allocated to salary grades 1 through 37, and in unallocated positions equated for salary purposes to grades 1 through 37, except unallocated trainee positions.

C. Effective April 1, 1992, performance advances shall be one-seventh of the dollar value of the difference between the hiring rate and job rate of the salary grade to which the employee's position is allocated or equated.

D. Each employee shall be eligible to receive a performance advance upon completion of each year of service in grade in full employment status at a basic annual salary rate which is below the job rate of his/her salary grade if his/her performance at the completion of such year of service is rated at least "Effective" or its equivalent.

E. Performance advances shall be paid in accordance with the provisions of Article 7, Section 7.11 of the ~~2019-2023~~2023-2026 Agreement.

F. No employee's basic annual salary rate shall exceed the job rate of the employee's salary grade as a result of the addition of a performance advance.

G. Promotion Adjustment:

Employees who are eligible for a performance advance in a lower salary grade but are promoted or appointed to a higher salary grade before receiving their next advance in the lower grade and who have not received an advance in the higher grade are entitled to a reconstructed promotion salary reflecting the performance advance which they would have been paid in the lower grade had the performance in that grade been rated at least "Effective" or its equivalent.

H. Reduction in Grade:

Service in a higher salary grade by employees who are appointed or demoted to a lower salary grade is creditable toward the service in grade requirement for a performance advance in the lower salary grade.

I. Evaluation periods for employees in positions of Institution Teacher, and positions in other titles subject to the provisions of Section 136 of the Civil Service Law shall be subject to an amended schedule to reflect the 10-month work year of these titles:

1. Employees in these titles whose work year is September 1-June 30 shall have an evaluation period of September 1-June 30.

2. Employees in these titles whose work year is a 10-month work year other than September 1-June 30 shall have an evaluation period consisting of 10 months commencing on the first day of their work year.

3. These employees shall receive performance advances if they are rated at least "Effective" or its equivalent, effective the first day of the work year immediately after the evaluation period.

4. Employees in these titles shall be eligible for performance advances after the completion of each evaluation period during which they have been in full pay status for at least 150 working days.

V. Any questions or disputes arising from the interpretation or implementation of this Memorandum, or any other questions or disputes arising from the administration of the PS&T Unit Performance Evaluation System, shall be subject to labor/management discussion at the Agency level and/or State level as appropriate as their sole and exclusive means of resolution.

For the State:

For PEF:

Michael Volforte

Wayne Spence

Director

President

Governor's Office of Employee Relations

Public Employees Federation

Date: ~~June 4, 2021~~ **June 6, 2023**

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

I am writing to confirm our understanding in connection with the negotiation of Article 7, Section 7.12 of the ~~2019-2023~~ **2023-2026** State/PEF Agreement.

We acknowledge that it is our intent that in situations where an employee's salary is at the job rate of his/her grade and is subsequently temporarily reduced below the job rate because of the mechanics of salary computation when titles are reallocated, such a temporary drop below the job rate will not constitute a break in the required ~~five~~ years of service ~~at the job rate~~ required to qualify for performance awards under Section 7.12, so long as the employee's salary is at or above the job rate on the qualifying date(s) established in Section 7.12 **for performance awards due in April 2024 and April 2025.**

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This is to confirm our understanding on the dual health enrollment provision of the State/PEF Agreement. It is the intent of the State to prohibit two family enrollments among two State employees in a family unit. If one spouse is an employee of a participating subdivision, there shall be no impact on the coverage selected by the spouse who is a State employee.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will confirm our mutual understanding of the provisions of Article 30, Verification of Doctor's Statement, Section 30.3, of the ~~2019-2023~~ **2023-2026** State/PEF Agreement.

The provision in Section 30.3 that medical information provided by an employee's physician in describing the cause of the employee's absence be brief in nature applies only to that part of the medical documentation which is the diagnosis. There is no restriction on other relevant information which would support use of sick leave credits, such as prognosis, expected date of return or other information properly required under the provisions of the New York State Attendance Rules.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

In the course of the negotiations of the ~~2019-2023~~**2023-2026** State/PEF Agreement the parties agreed to the continuation of the Standby On-Call Rosters Article from the 1988-91 Agreement.

As part of the parties' agreement to continue that Article in the ~~2019-2023~~**2023-2026** Agreement, the parties also agreed that the provisions of the 1979-82 side letter on this subject, as set forth below, will also continue to be in effect for the term of the ~~2019-2023~~**2023-2026** Agreement.

1979-1982 Standby On-Call Rosters Side Letter

This will confirm our discussions regarding standby duty assigned to employees in the PS&T Unit who are not eligible for payment for serving on Standby On-Call Rosters under the provisions of Article 31 of the State/PEF Agreement.

The State and PEF acknowledge that because of the nature of the duties of certain professional employees, and the requirements of the programs to which certain employees are assigned, it is sometimes necessary for the State to require such employees to be available for recall or to be available to perform certain activities during off-duty hours. The State and PEF also acknowledge that in agencies where such circumstances regularly occur, it is appropriate for agency-level labor/management committees to discuss steps that may be taken to reduce the resulting inconvenience to the employees, including the equitable distribution of such assignments and the provision of telephone answering services and/or paging devices to remove some of the restriction on employees' mobility.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

Let this letter continue and confirm our understanding previously reached during the negotiation of the 1982-85 Agreement in the area of Counseling:

Counseling is a means of instructing employees as to how performance can be improved; it is a constructive tool. In the event that an employee in the PS&T Unit receives a counseling memorandum that the employee alleges is a reprimand or discipline, the employee may submit a grievance pursuant to Article 34 of the Agreement asserting that he/she was denied the protections contained in Article 33, Discipline.

To further our understanding, the State has sent to all agencies and facilities a memorandum setting out the purposes and philosophy of counseling. The text of that memorandum (commonly referred to as the "Hartnett Memorandum") is attached.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

MEMORANDUM

March 30, 1980

TO: Office of Mental Health
Office of Mental Retardation & Developmental Disability

FROM: Thomas F. Hartnett

SUBJECT: Employee Counseling

As you are aware, our recent discussions with the Civil Service Employees Association, Inc., regarding employee counseling has resulted in the mechanism for the lifting of the moratorium on written counseling within your agency. Our conversations with CSEA have generated some conceptual understandings regarding employee counseling and the use of counseling memoranda that are important to delineate as we commence the training efforts that you will be implementing shortly.

Discussions between a supervisor and a subordinate, commonly referred to as “counseling sessions,” have as their overall goal effective communication regarding some specific aspect of employee behavior (or in some instances, overall performance). Unfortunately the terms “counseling” and “counseling memo” have become sensitive terms which stimulate strong reactions among both supervisors and subordinates. However, these discussions represent a necessary and critical aspect of the relationship between supervisors and subordinates. The following is provided as an overview of the counseling process with the goal of enhancing effective counseling.

Counseling represents a conversation or a discussion between an employee and supervisor, usually focusing on a particular component of employee behavior, a specific incident, or in some cases, overall performance or behavior. Counseling is non-punitive, and is intended to be a positive and constructive device aimed at modifying employee behavior. Its purposes include teaching, clarifying, assisting in employee development and setting future expectations and objectives. Counseling involves face-to-face contact. Out of respect to the employee and the process, it should be private and conducted out of the main stream of fellow employee activity. Counseling is but another means of communication in the work-place.

As mentioned, counseling should take place in private, wherever possible. It is meant to allow for a dialogue. The supervisor should state the reason(s) for the session, describing an incident or certain observed behavior, not personality; it describes, does not label; it focuses on what and how things happen, not the “why” of a situation.

The employee should be encouraged to describe his/her position with respect to the purpose or objective of the session. The employee is to be given the opportunity to tell his/her whole story. It is the supervisor’s responsibility to listen effectively to the employee’s comments. Careful considerations should be given to any personal circumstances the employee may raise that bear a relation to the discussion. The supervisor should also assist the employee in gaining and developing his/her own insight into the incident or problem and to seek his/her own solutions. In conclusion, the supervisor should clearly set forth expectations and standards regarding future behavior and performance. If appropriate, some time frame for review or reassessment may be established.

The process should involve impersonal discussion and avoid labels and conclusions. The exchange should be honest and open. Both the supervisor and the employee should display attitudes of mutual respect.

Follow-up Memoranda:

In some instances the supervisor may feel it necessary or appropriate to underscore a discussion with a memorandum to the employee. Among the reasons for such action are: the importance of clearly setting out

future expectations; in response to a trend or pattern of employee behavior that has not been modified by previous discussions; the significance of a particular incident; etc.

Prior to the issuance of a follow-up memo, the supervisor should carefully consider the need for this action. Not all incidents require counseling, and not all counseling requires the issuance of a memorandum. Supervisors should carefully consider whether discussions related to overall performance would be more appropriately conducted as part of the performance evaluation process. Written communication with an employee (and inclusion in an employee's file) signals a level of formality that is not part of normal, day-to-day communication with an employee. In some instances (e.g., the lack of employee response to other supervisory efforts to change behavior) this signal may indeed be necessary. However, under other circumstances it may unnecessarily formalize the subordinate/supervisor relationship and that action itself may negatively impact the relationship. If necessary, the assessment of the need to issue a memorandum should be discussed with higher levels of supervision and/or the personnel department. Further, consideration should be given to how long such a memo need remain in an employee's personal history folder once the goal of a change in behavior or performance is accomplished.

Once it is determined that a follow-up memorandum is appropriate, the format should follow that of the discussion itself. It should describe the problem or incident, address the employee's position, and clearly establish expectations for the future. Such a memo is nothing more than an understanding of the key points of the discussion which has already taken place.

In order that the memorandum reflect the actual conversation, the use of a form memo is discouraged. Communication of this type is not flexible enough to convey the essence of a conversation, and is often perceived of as too impersonal. Suggested or prepared guidelines (or format) can be considered appropriate, but should not interfere with a true accounting of the discussion.

Of equal importance to the foregoing are the efforts that your office will be making in the training and development of supervisors in the area of employee counseling. With the training of the employee relations field staffs concluded, their work at the facility level will soon take place, thereby actually removing the prohibition against written counseling in each facility. We will soon have available the training package for first line supervisors, thus allowing that last phase of training to begin within the facilities. We appreciate the cooperation that we have received from your staff during this process and are enthusiastic about the anticipated benefits that this training program will provide to supervisors and employees alike. During the implementation of this program we will be ready to assist you in whatever may necessary.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This is to continue and confirm the terms of the Memorandum of Interpretation between the State and PEF, dated May 23, 1984, as set forth below, concerning disputes arising from the termination of probationary employees will continue during the duration of the ~~2019-2023~~ **2023-2026** State/PEF Agreement.

**Memorandum of Interpretation Concerning
Probationary Termination Dated May 23, 1984**

I. The Executive Branch of the State of New York and the Public Employees Federation, AFL-CIO have met and conferred regarding the interpretation of Sections 34.1(a) and 34.1(b) of Article 34 of the 1982-85 Agreement between the parties.

II. The parties have agreed that disputes arising from the termination of probationary employees do not fall within either the definition of a "contract grievance" as set forth in Section 34.1(a) or the definition of a non-contract grievance as set forth in Section 34.1(b).

III. Therefore, notwithstanding the fact that such disputes may in the past have been reviewed under the Section 34.1(b) non-contract grievance procedure, the parties agree that any such disputes shall not be subject to any of the provisions of Article 34, Grievance and Arbitration Procedure of the Agreement, except that this Agreement shall not apply to such disputes which are the subject of non-contract grievances properly filed at Step 1 prior to the date of execution of this Memorandum.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

MEMORANDUM OF PROCEDURE
Concerning
NEGOTIATING UNIT DESIGNATION

~~_____ This is to confirm the procedure agreed upon by the State and the Public Employees Federation, AFL-CIO (“PEF”) concerning the assignment to negotiating units and/or designation as managerial/confidential (M/C) of new positions and reclassified positions.~~

~~_____ 1. _____ The State will transmit to PEF on a monthly basis a listing of newly established positions and reclassifications, with a proposed negotiating unit or M/C designation for each position listed. Upon the request of PEF, the State will provide a duties description for any position listed. Upon the request of either party, representatives of the State and PEF will meet to discuss proposed designations.~~

~~_____ 2. _____ Within 60 days of receipt of a monthly listing, PEF shall notify the State of any negotiating unit assignment or M/C designation with which PEF disagrees.~~

~~_____ 3. _____ In the event PEF disagrees with a proposed negotiating unit assignment or M/C designation, the unit assignment or M/C designation shall be considered tentative pending final resolution.~~

~~_____ 4. _____ After PEF has had an opportunity to disagree with proposed negotiating unit assignments and M/C designations, the State shall report to PERB those unit assignments and M/C designations on which there is no disagreement and those on which PEF has disagreed and which are therefore considered to be tentative.~~

~~_____ 5. _____ All positions whose negotiating unit assignment or M/C designation are considered to be tentative will be placed in the negotiating unit or M/C category as proposed by the State, except as provided for in paragraph 6 below, and so reported to PERB.~~

~~_____ 6. _____ In cases of tentative negotiating unit assignments or M/C designations not agreed to by PEF, where the tentative negotiating unit assignment or M/C designation has been proposed by the State as the result of the reclassification of a filled PS&T Unit position, the position shall remain in the PS&T Unit pending final resolution of the disagreement.~~

~~_____ 7. _____ Tentative negotiating unit assignments and/or M/C designations will be reported to PERB with the understanding that at a later date those positions will be subject to such formal actions as either the State or PEF may choose to take in accordance with the provisions of Article 14 of the Civil Service Law. The State and PEF shall jointly request of PERB that a process be instituted to provide for resolution of all pending tentative designations semi-annually in June and December of each year.~~

~~_____ 8. _____ The State agrees to maintain accurate records of positions and titles for which the unit assignment or M/C designation is tentative and to make them available to PEF at reasonable times upon request.~~

~~_____ 9. _____ This procedure may be amended from time to time upon the mutual agreement of the parties.~~

For PEF: _____ For the State:

/s/ Frank C. Greco _____ /s/ James D. Brown

Date: October 17, 1986

MEMORANDUM OF UNDERSTANDING
between
THE STATE OF NEW YORK
and
THE PUBLIC EMPLOYEES FEDERATION, AFL-CIO
concerning
PAYROLL DEDUCTION OF PEF/COPE CONTRIBUTIONS

Agreement made this 17th day of October, 1986, by and between the State of New York ("State") and the Public Employees Federation, AFL-CIO ("PEF") in its capacity as representative of employees in the Professional, Scientific and Technical Services Unit and in accordance with the collective bargaining agreement between the State and PEF.

WITNESSETH

WHEREAS, federal law, 2 U.S.C. Section 441b, 11 C.F.R. Section 114, et seq., authorizes a separate segregated fund established by a labor organization to solicit its members and their families for voluntary contributions for the support of candidates for federal office and permits the facilitation of such contributions through a payroll checkoff;

NOW, THEREFORE, it is mutually agreed as follows:

1. PEF, having established a separate segregated fund pursuant to federal law to receive contributions for the support of candidates for federal office only, shall have the right in conformance with all applicable law to the checkoff for such purposes. The fund is known as the New York State Public Employees Federation Committee on Political Education (PEF/COPE). Such PEF/COPE is affiliated with separate segregated funds established by the Service Employees International Union and/or the American Federation of Teachers pursuant to federal law, however any PEF/COPE contributions shall only be for the purposes of federal elections.

2. An employee in the Professional, Scientific and Technical Services Unit who is a member of PEF and who is having union dues deducted from his/her wages may authorize deductions from his/her wages for contribution to the PEF/COPE separate segregated fund ("political contribution deductions") by completing the authorization form annexed hereto which bears the signature of the member and specifies the amount of such deductions that shall be made each payday. Such authorization is entirely voluntary and may be revoked by the employee at any time in writing. The authorization shall remain in effect until the State is notified pursuant to the provisions of paragraph 6 of this Agreement of the revocation of the authorization.

3. Authorizations for political contributions to the PEF/COPE separate segregated fund shall be solicited by PEF strictly in accordance with applicable law and in conformance with paragraph 2 of this Agreement.

4. PEF shall prepare a list of the written authorizations received and such other information, punch cards, computer tapes and any other material in whatever form needed by the State for processing; and it shall transmit such information and material to the State or its designee or designees.

5. The State shall begin making such political contribution deductions in the amounts specified on the authorization forms as soon as practicable after receipt of the items described in paragraph 4 above. Such deductions shall be made from regular payrolls only.

6. All requests for revocation of authorization for political contribution deductions shall be in writing and may be delivered to the Union or the payroll office of the State Comptroller on behalf of the State. The party receiving such written request shall, as soon as practicable, send a copy of such request to the other. The political contribution deductions will cease as soon as practicable after the State has received the appropriate notice.

7. The State shall cause to be transmitted to PEF or its designee on each payday the amounts authorized, as well as a list of employees for whom political contribution deductions have been made and the amounts deducted.

8. PEF shall be responsible for complying with all legal requirements regarding the collection of contributions for the PEF/COPE separate segregated fund for the support of only candidates for federal office. The State shall have no responsibility for or liability in connection with the establishment, operation and maintenance of any such fund and the collection of contributions therefor.

9. Guidelines for contributions may be suggested by PEF, provided that the person being solicited is informed by PEF that the guidelines are merely suggestions and that an individual is free to contribute more or less than the guidelines suggest and PEF will not favor or disadvantage anyone by reason of the amount of the contribution or decision not to contribute.

10. PEF shall submit to the State a separate statement affirming that it is a collecting agent for the PEF/COPE separate segregated fund which is registered with the Federal Election Commission and that such fund is authorized to solicit contributions and make expenditures in accordance with applicable law and giving the name of such fund and evidence of such registration, as well as the names of funds to which it is affiliated.

11. PEF solely shall be responsible for any contribution wrongfully deducted from an employee's wages and transmitted to the PEF/COPE separate segregated fund or to one of the funds to which it is affiliated and solely shall be responsible for refunding such amount to any such employee.

12. If for any reason it is found that the gross amount of a paycheck drawn to an employee must be recalled and redeposited, any deductions from it must necessarily be recovered. Since a deduction made pursuant to this Agreement would already have been forwarded to the Union, the State Comptroller will reduce a check issued subsequently to the Union by the amount of such erroneous deduction.

13. The State, its trustees, its officers, its employees and its agents shall not be liable for any mistake, error of judgment or any other act of omission or commission in the operation of the political checkoff established pursuant to this Agreement. PEF agrees to hold the State, its trustees, its officers, its employees and its agents harmless against any complaint, claim, action, grievance, proceeding or the like arising out of the solicitation, deduction, transmittal or expenditure of said political contributions.

14. Political contribution deductions will be considered last in arithmetical sequence. Where the residual amount of wages after other deductions is less than the full amount of the authorized political contribution deduction, no fractional amount of such deduction will be made or carried over for deduction in any subsequent payroll period.

15. No arrears of any kind or nature will be collected from any employee through the political check off system established pursuant to this Agreement.

For the State:

For PEF:

By:/s/James D. Brown
Date: October 17, 1986

By:/s/Frank C. Greco
Date: October 17, 1986

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

During the negotiation of Article 8 of the 2003-2007 State/PEF Agreement the parties discussed extension of the State's Travel Card program to employees in the PS&T Unit. This letter continues and confirms the basis on which this program operates.

Certain employees are provided with a Travel Card at no cost to them. The card is restricted to use for payment of travel expenses incurred while in travel status in the performance of official duties.

Employees may participate in the program only if they are expected to regularly incur travel expenses on a yearly basis, and participation of any individual employee is subject to agency approval. The program is offered to PS&T Unit employees on the same terms available to other employees, and any changes in the program that may from time to time be made by agreement of the State and Travel Card vendor, or that may be made by the State in connection with its administration of the program, will apply to PS&T employees in the same manner they are applied to other employees. The State will notify PEF of changes in the program that may from time to time be made by agreement of the State and the Travel Card vendor, or that may be made by the State in the administration of the program.

Employees who participate in the program will have the option to discontinue their participation at any time with reasonable advance notice.

Please confirm PEF's agreement with the contents of this letter by countersigning it below.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

In accordance with the discussion of the parties during the negotiation of Article 8 of the ~~2019-2023~~**2023-2026** State/PEF Agreement, the following is information concerning meal allowances to be paid to employees in travel status who are not eligible for lodging:

Meal Allowances for Non-Overnight Travel in New York State

I. The Comptroller in accordance with the provisions of Article 8, Section 8.1(c) will establish a schedule of meal allowances for meals which are substantiated by receipts. The schedule will be based on the federal daily meal allowance. Specifically, the federal allowance shall be apportioned into breakfast and dinner maximums on a 20%-80% basis, each rounded to the nearest whole dollar. The total of the breakfast and dinner maximums shall equal the federal daily meal allowance. Should the federal meal allowances be adjusted during the term of the Agreement, the Comptroller shall adjust the State schedule accordingly. The rates include tax and gratuities.

II. When no receipts are submitted for breakfast or dinner, the allowances will be \$5 for breakfast and \$12 for dinner with no differentials for upstate or downstate locations as established by the Comptroller in accordance with the provisions of Article 8, Section 8.1(c).

NOTE: The rates include tax and gratuities.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

I am writing to **This will** confirm **and continue the** understandings reached during the course of negotiation of the 2019-2023 State/PEF Agreement.

In connection with these negotiations, we agreed that the State will continue to advise PEF regarding the results of the administration of the job evaluation system; and that PEF will have the opportunity to advise the State of any issues or concerns it may have in this area.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

The following will continue and confirm the understandings on the subject of vacancy posting reached by the parties during negotiation of the 1991-95 State/PEF Agreement.

In order to achieve the advantages of a wide program of vacancy posting, while at the same time assuring that such a program appropriately reflects the operating needs of State departments, agencies and facilities, the State and PEF agree that this subject should be discussed in agency-level and/or local-level labor/management meetings as appropriate. Discussion in such forums is intended to result in the joint development of posting procedures that will meet the needs of both employees and management of the agency or facility at which such discussion takes place.

Any posting procedures developed through such labor/management discussion shall address at least the following issues:

- A definition of the scope of the procedure, including any understandings regarding positions, titles, types of appointments, and/or durations of appointments to which the procedure will be applicable.
- A definition of any positions, titles, types of appointments, durations of appointments and/or special situations for which the procedure is understood by the parties to be specifically not applicable.
- A definition of the organizational and/or geographic distribution of the posting, i.e., facility-wide, all field offices within a certain area, etc.
- A definition of the time period of the posting.
- A definition of the information to be included on the posting notice.

A procedure for the notification of specified PEF representatives when management has determined that a position or vacancy which otherwise would be covered by the posting procedure will be exempted from the procedure.

It is intended by the State and PEF that labor/management discussions should also result in the joint development of a monitoring and reporting process so that both PEF representatives and top management representatives at the local and agency levels can from time to time review implementation of the procedure to be sure it is working effectively. It is not intended that procedures developed through the labor/management process provide for the cancellation of appointments that have been made without the posting procedure having been followed. If

labor/management deliberations at any level do not result in the development of a mutually satisfactory procedure, or if after the development of such a procedure one party believes the other is failing to comply with the agreement, that matter is an appropriate subject for discussion at the next higher level of the labor/management process.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will continue and confirm our understandings reached during the course of negotiation of the 1991-95 State/PEF Agreement, on the subject of performance evaluation.

The State and PEF acknowledge that performance evaluation is a management prerogative, and that the State has the full and complete authority to exercise its prerogative to evaluate its employees so long as it does so in a manner not inconsistent with the provisions of Section III of the Performance Evaluation MOU.

The parties acknowledge that the performance evaluation system is designed to improve individual and organizational performance and productivity, recognize and reward achievement, and identify needs for training, development, and personnel actions. The parties further acknowledge that the performance evaluation system provides a means for supervisors and employees to communicate with each other about tasks, objectives, and work performance. It provides positive opportunities for supervisors to communicate tasks, objectives, standards, and the manner in which work is to be performed to employees, and to provide feedback and evaluation of employees' performance. It provides employees with positive opportunities to have constructive input into the process by which tasks, objectives and standards are established and, where necessary, to obtain clarification of what tasks and objectives they are required to perform and meet and the standards by which their performance will be rated.

Recognizing the benefits the performance evaluation system can provide to both employees and supervisors, the parties agree that facility-level and agency-level implementation of the performance evaluation system is an appropriate subject for discussion in the labor/management forum. Facility-level and agency-level labor/management committees shall, at the request of either party on such committee, jointly review and address problems arising from local implementation of the performance evaluation system.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter will continue and confirm the understandings of the parties reached in connection with the negotiation of Article 11, Accidental Death Benefit, in the 1999-2003 State/PEF Agreement.

The original intent of the parties in the negotiation of this provision in the 1985-88 State/PEF Agreement, which is otherwise hereby reaffirmed, was modified as follows in regard to eligibility for the tuition benefit set forth in Section 2 of Article 11:

The Section 11.2 tuition benefit was intended to provide assistance to deceased employees' children who would have been dependent on the employee to provide that assistance. Thus it is restricted to eligible dependents until such individuals attain a bachelor's degree or reach the age of 25, whichever is earlier, subject to the following limitations: (a) individuals who enroll before their 21st birthday but experience a break in enrollment of one full semester (or trimester or other normal school term except "summer school") or more will continue to be eligible for the tuition benefit only until they attain a bachelor's degree or reach the age of 23, whichever is earlier; (b) individuals who enroll on or after their 21st birthday who experience a break in enrollment of one full semester (or trimester or other normal school term except "summer school") or more will cease to be eligible for the tuition benefit.

Children of an employee who received an Accidental Death Benefit who are not residents of the State of New York as a result of the employee's work assignment with the State of New York, shall receive from the State a payment equal to the amount of the non-resident tuition cost (up to a maximum of the cost of non-resident tuition for the corresponding semester at the State University) for each semester they are enrolled and in attendance at such college or other unit.

Please confirm that this letter accurately sets forth our understandings on this subject by countersigning below.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Dear Mr. Spence:

This letter will continue and confirm the understanding of the parties reached during discussions on Article 8, Travel, in the 1991-95 State/PEF Agreement with respect to the concept of a centralized travel management system.

Within the overall context of Article 8, PEF acknowledges that the State retains the right to establish a centralized reservation system for employee lodging and transportation arrangements, and to designate specific lodging facilities and transportation modes for locations within and outside of New York State.

Please signify your concurrence with this previously agreed to understanding by signing below.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will continue and confirm our understanding reached during the course of negotiations of the 1991-95 State/PEF Agreement, on the subject of seven-consecutive day vacations.

The parties agree that it is desirable for employees to be afforded the opportunity to take at least one seven-consecutive day vacation (5 working days and 2 pass days) during each calendar year. Should an employee be denied this opportunity, during the term of this Agreement, the employee may request a review of the matter by the Agency Level Labor/Management Committee, and if not resolved there, to the Executive Level Labor/Management Committee.

It is understood that reviews will be afforded only when the employee is denied an opportunity to take a seven-consecutive day vacation during a calendar year. Reviews will not be applicable to situations where an employee was denied only his/her preferred vacation request(s).

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

MEMORANDUM OF UNDERSTANDING
Between
THE PUBLIC EMPLOYEES FEDERATION, AFL-CIO
And
THE STATE OF NEW YORK
Concerning
PARKING LOBA PROCEDURE

The undersigned agree to and understand the following:

1. If an agreement is not reached in Article 19.3 parking fee negotiations within 180 days of their commencement, the dispute shall be submitted to final offer binding arbitration, as outlined below:
 - a. A demand may be sent by either party to the local American Arbitration Association (AAA) office, requesting a list of arbitrators. A copy of such demand must be sent also to the other party.
 - b. If mutual agreement can be reached on the selection of an arbitrator, the AAA selection procedure will not be necessary. If mutual agreement cannot be reached, the AAA Rules and Procedures regarding the selection of an arbitrator shall govern the selection process.
 - c. The arbitrator shall hold hearings on all matters related to the dispute. The parties may be heard either in person, by counsel, or by other representatives, as they may respectively designate. The parties may present, either orally or in writing, or both, statements of fact, supporting witnesses and other evidence and argument of their respective positions. The arbitrator shall have authority to require the production of such additional evidence, either oral or written as desired from the parties and shall provide at the request of either party that a full and complete record be kept of any such hearings, the cost of such record for the arbitrator to be borne by the requesting party. The non-requesting party need only pay the cost of a copy if so desired.
 - d. Each party will provide the arbitrator their final offer at the beginning of the hearing, and such offer shall be irrevocable. The arbitrator shall be limited to accepting the final offer of either party, on the issues of monthly rates, daily rate and/or effective date. The arbitrator's decision shall be based solely on the information submitted by the parties.
 - e. The arbitrator shall specify the basis for the selection of one final offer over the other.
 - f. The arbitrator's determination shall be final and binding, and issued no later than 30 days after the record is closed.
 - g. Each party shall be given the opportunity to present its entire case, with the party demanding LOBA proceeding first and the other party second. At the end of the direct testimony, the party demanding LOBA first shall have the option of a closing statement, and the other party shall have the option of the final closing statement. The parties shall have the option of presenting a brief to the arbitrator and/or a factual rebuttal in writing. The brief or rebuttal option shall be chosen by the parties at the conclusion of the hearing, and must be submitted to AAA no later than 15 working days from the close of hearing.
2. The above agreement is limited in scope to disputes regarding parking fee negotiations, and shall not be extended to other disputes, unless mutually agreed by the parties.
3. The arbitrator shall take the AAA oath, and shall place witnesses, if any, under oath.
4. Commencing with the first hearing date, the entire process shall take no longer than 60 calendar days.

For the State:
Joseph M. Bress
Director

Governor's Office of Employee Relations

For PEF:
Howard A. Shafer
President
Public Employees Federation

Date: May 12, 1993

Date: May 12, 1993

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will confirm an agreement on behalf of the State and PEF in the negotiations for the ~~2019-2023~~ **2023-2026** Agreement concerning fee increases for State Fire Instructors.

Notwithstanding the provisions of Article 7.10 of the ~~2019-2023~~ **2023-2026** Agreement, the provisions for percentage increases in salary over the term of the Agreement will apply to fee schedules currently in effect for the Fire Instructors who are employed by the Office of Fire Prevention and Control.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

**MEMORANDUM OF UNDERSTANDING
Concerning Domestic Partnership**

This Memorandum of Understanding between the ~~Governor's~~ Office of Employee Relations (GOER) and the Public Employees Federation (PEF) provides for the continuation of the current New York State Health Insurance Plan (NYSHIP) dependent eligibility criteria utilizing the eligibility/certification requirements described below to include eligibility for the domestic partners of PEF represented State employees effective 30 days after the execution of the 1995-99 collective bargaining agreement or as soon as practicable thereafter.

Definition:

- A domestic partnership is defined as one in which the partners must be 18 years of age or older, unmarried and not related by marriage or blood in a way that would bar marriage, reside together, involved in a committed (lifetime) rather than casual relationship and mutually interdependent financially. The partners must be each other's sole domestic partner and must have been involved in the domestic partnership for a period of not less than one year. The State employee domestic partner may not have a spouse covered under his/her NYSHIP enrollment and still be eligible to cover a domestic partner.

Certification:

- In order to establish that a domestic partnership exists for purposes of obtaining coverage under the NYSHIP, the domestic partners must execute a Domestic Partner Affidavit to be developed by the State in accordance with the guidelines developed by the State Insurance Department, provide proof of cohabitation and provide evidence that an economically interdependent relationship exists between the employee and the domestic partner dependent.
- Proof of cohabitation and economic interdependency shall be required according to the guidelines established by the State Insurance Department and shall verify the existence of the domestic partnership for at least one year prior to the date of application for enrollment in the NYSHIP. Satisfaction of these requirements shall constitute the certification of the domestic partnership for purposes of eligibility for dependent coverage in the NYSHIP.
- If employees fraudulently enroll or continue coverage as domestic partners, they shall be held financially and legally responsible for any benefits paid from the NYSHIP to the domestic partner and may be subject to disciplinary action. Further, any such employee shall forfeit eligibility for future domestic partner coverage.
- A Termination of Domestic Partnership document shall be required should a domestic partner relationship cease. A two-year waiting period shall be required from the date a covered domestic partner dependent is deemed no longer eligible, as evidenced by the filing date of the Termination of Domestic Partnership document, until a new domestic partner can be deemed eligible for coverage.

For the State:

For PEF:

Theodore D. Chrimes III

Philip DelPiano

Date: October 2, 1995

Date: October 2, 1995

~~June 4, 2021~~ **June 6, 2023**

Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will continue and confirm the understanding reached during the course of negotiations of the 1995-99 State/PEF Agreement on the subject of the eligibility for extension of health insurance coverage to the domestic partners of PEF-represented State employees.

The Memorandum of Understanding between the State and PEF that outlines the eligibility/certification requirements for domestic partners under the New York State Health Insurance Program (NYSHIP) contains the following language:

"If employees fraudulently enroll or continue coverage as domestic partners, they shall be held financially and legally responsible for any benefits paid from the NYSHIP to the domestic partner and may be subject to disciplinary action. Further, any such employee shall forfeit eligibility for future domestic partner coverage."

The above provision regarding the forfeiture of eligibility for future domestic partner coverage shall be implemented consistent with the established principles of due process contained in 4 NYCRR 73.2(e) which provides that the employee shall receive a written statement of the reasons for disqualification and be afforded an opportunity to make explanation and submit facts in opposition to such action.

Please signify your concurrence with the above stated clarification by signing below.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

**MEMORANDUM OF UNDERSTANDING
NEW YORK STATE GOVERNOR'S
OFFICE OF EMPLOYEE RELATIONS
AND THE PUBLIC EMPLOYEES FEDERATION, AFL-CIO
Concerning
LEAVE DONATION/EXCHANGE PROGRAM**

The State agrees to continue the Leave Donation/Exchange Program providing for the donation of annual leave credits to employees absent due to long-term personal illness. The intent of this program is to assist such employees who, because of long term illness, have exhausted their accrued leave credits and are subject to a severe loss of income during a continuing absence from work.

- Donations may be made by PEF-represented employees to other PEF-represented employees who meet the following eligibility requirements:
 - are employed in any agency;
 - are subject to the Attendance Rules of the Department of Civil Service, or agency attendance rules established pursuant to Section 136 of the Civil Service Law, or the attendance rules established by the Education Commissioner's Regulations (Chapter 7 of the Regulations of the Commissioner of Education pursuant to Sections 4307 and 4354 of the Education Law), and are otherwise eligible to earn leave credits;
 - are absent due to a non-occupational, personal illness or disability for which they have submitted (and continue to submit as requested) medical documentation satisfactory to management;
 - have exhausted all leave credits;
 - are expected to be absent for at least two bi-weekly payroll periods following exhaustion of leave credits or sick leave at half-pay; and,
 - must not have had any disciplinary actions, or unsatisfactory performance evaluations within their last three years of State employment.
- Recipients do not earn leave credits or accrue eligibility for sick leave at half-pay while using donated credits.
- Donations can be utilized in full-day units upon exhaustion of all leave credits prior to sick leave at half-pay, or in full or half-day units upon exhaustion of their sick leave at half-pay eligibility.
- Donations can be made from annual leave only.
- Donations must be made in full-day (7.5 or 8 hours) units.
- An employee's continuing eligibility to participate in the program will be reviewed at least every 30 days.
- Employees can be terminated by operation of law, rule or regulation, even if they have received donations that would carry them on the payroll beyond the termination date. (Examples include layoff, termination of temporary employment, and termination under Section 73 of the Civil Service Law after one continuous year of absence.)
- The employee, co-workers or local union representatives may solicit donations; the employing agency does not solicit donations.
- Donor identity is kept strictly confidential.

- Donors must retain a minimum balance of at least 10 days of annual leave standing to their credit after making a donation.
- Donors cannot donate vacation that they would otherwise forfeit.
- Donations made across agency lines shall be used prior to donations made within an agency. Donated credits not used by recipients are returned to donors, provided the donor is employed in the same agency as the recipient. Donated credits from employees outside the agency will not be returned.
- The Personnel/Payroll Office of the employing agency or facility will be responsible for verifying medical documentation, reviewing eligibility requirements, approving and processing donations, confirming employee acceptance of donations, and transferring credits.
- The program will not be subject to the grievance procedure.
- Leave Donation Exchange

The following provisions allow for PEF-represented employees to participate in the voluntary donation or receipt of accrued vacation credits with other bargaining units or M/C employees:

- Vacation credits may only be donated, received, or credited between employees who are deemed eligible to participate in an authorized leave donation program, provided that there are simultaneously in effect a Leave Donation Exchange Memorandum of Agreement between the ~~Governor's~~ Office of Employee Relations and the employee organizations representing both the proposed recipient and the proposed donor, or applicable attendance rules for managerial and confidential employees.
- The donations are governed by the provisions of the program applicable to the donor; receipt, crediting and use of donations are governed by the provisions of the program applicable to the recipient.

For the State:

For PEF:

Michael Volforte
 Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
 President
 Public Employees Federation

Date: ~~June 4, 2021~~ **June 6, 2023**

June 4, 2021

Michael N. Volforte Esq., Director
Governor's Office of Employee Relations

RE: ~~PEF/State Article 7 (Performance Awards)~~

Dear Mr. Volforte:

~~_____ This will confirm the agreement of the parties reached during negotiations for the 2019-2023 Agreement between PEF and the State.~~

~~_____ As you know, during the course of negotiations for the 1991-95 Agreement, a dispute arose as to whether Article 7 performance awards were continued under Civil Service Law 209-a.1(e). This dispute led to PEF's filing of an improper practice charge at PERB. That charge was not yet resolved at the time the parties concluded negotiations for the 1991-95 Agreement. Since the parties had not resolved their dispute as to the proper interpretation of Article 7 (Performance Awards), they agreed to disagree on this issue, as reflected in your letter of June 3, 1993.~~

~~_____ At the conclusion of negotiations for the 2016-2019 Agreement, the parties agreed to resolve this dispute as to employees who were eligible for performance awards or who became eligible for performance awards on or before April 1, 2019. As to such employees, in the event of an impasse in negotiating a successor agreement to the 2016-2019 PS&T Unit Collective Bargaining Agreement, employees who were eligible for a performance award lump sum payment in April 2019 remained eligible to receive subsequent performance award lump sum payments in each succeeding April, at the same rate received in April 2019, until a successor agreement is negotiated. As to any employee who was not yet eligible for a performance award lump sum payment in April 2019 who became eligible for the first time after April 1, 2019, the parties again "agreed to disagree" in the event of an impasse in negotiating a successor agreement to 2016-2019 Agreement.~~

~~_____ During negotiations for the 2019-2023 Agreement, the parties agreed to changes to Article 7.12. Where there is no successor agreement in place, employees who meet the contractual eligibility criteria both prior to and after contract expiration shall receive the appropriate performance award payments in April following the date they reach eligible years of service.~~

For the State: _____ For PEF: _____

Michael Volforte _____ Wayne Spence
Director _____ President
Governor's Office of Employee Relations _____ Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter continues and confirms the mutual understandings which were reached by the parties concerning electronic communications during negotiations of the 1999-2003 Collective Bargaining Agreement between the State and the Public Employees Federation.

1. An agency, department or facility may enter into labor/management agreements consistent with Article 4, Employee Organization Rights, and Article 24, Labor/Management Committees Process, for the following purposes:

(a) to permit union access to an electronic bulletin board under the terms set forth in 2(a) below; and/or

(b) to permit union use of e-mail for labor/management purposes under the terms set forth in 2(b) below.

2. (a) Electronic Bulletin Boards: A labor/management agreement concerning union access to an electronic bulletin board must comply with the provisions of Article 4.3(a), Bulletin Boards.

(b) E-mail for Labor/Management Purposes: A labor/management agreement on the use of an agency's, department's or facility's e-mail system by union representatives must be consistent with the agency's e-mail policy. The labor/management agreement may permit use by union representative(s) for the following purposes:

(1) to communicate with management and/or other union representatives regarding labor/management committee matters, including preparation for meetings, and transmittal of draft or final minutes, meeting agendas or any material directly related to issues under discussion; and/or

(2) to communicate with members regarding labor/management agendas and minutes.

3. Other access by the union or its representatives to electronic resources, such as e-mail of the State, or agency, department or facility thereof, by and between union representatives and/or union members shall be discussed in a Statewide Labor/Management Committee established specifically for that purpose.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will confirm our agreement reached during the course of negotiations of the ~~2019-2023~~ **2023-2026** Agreement to continue the current pre-tax transportation benefit program, **including the recently implemented pre-tax parking benefit for parking not provided by the State**, including all benefits, terms and conditions which currently exist in ~~these~~ **programs**, which **are** offered to state employees pursuant to Internal Revenue Code, 26 U.S.C. §132 and related regulations. Such a ~~benefit~~ **benefit** provides employees an opportunity to pay for expenses incurred in commuting between work and home.

In addition, this will confirm the mutual understandings reached by the parties during the negotiations for the ~~2019-2023~~ **2023-2026** collective bargaining agreement regarding a pre-tax parking benefit.

Due to the complexity of issues associated with pre-tax parking and the potential applicability to different employee groups, the parties agreed to continue engaging on this issue through a joint labor-management committee. Through this committee, the parties agreed to engage relevant stakeholders in the State, including the Division of Budget and Office of State Comptroller, with the express goal of examining the legality, practicality and financial impacts of taking deductions for employer-provided parking on a pre-tax basis and making a recommendation to the President of PEF and the Director of GOER. Where the President and Director agree, those recommendations shall be implemented.

~~Additionally, the parties discussed the current benefits provided under the NYS Ride program which permits many State employees to save money on eligible transportation expenses through pre-tax payroll deductions and the opportunity for potential expansion of that program by permitting employees to pay for parking, not provided by the employer, on a pre-tax basis. The parties agree to seriously explore the expansion of the NYS Ride program to include a pre-tax parking component that the parties determine is feasible, practicable and cost-effective in the context of the Joint Work-Life Services Advisory Board.~~

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This is to continue and confirm our agreement, reached during the negotiations of the 1999-2003 Agreement, on the following modification to the Disabled Lives Reserve:
Effective October 1, 2000, the requirement for enrollees who are totally disabled on the date coverage ends will be reduced to 90 days under both the Empire Plan Medical and Mental Health/Substance Abuse Use Programs. Any individual already receiving benefits prior to October 1, 2000 will be covered under the current 18 month Disabled Lives provision for the Empire Plan Medical and Mental Health/Substance Abuse Programs.

Please sign below to indicate your agreement with the modification as presented above.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This is to continue and confirm our agreement, reached during the negotiations of the 1999-2003 Agreement, regarding the following modifications to the Empire Plan Benefits Management Program:

1. Effective on the above date, or as soon as practicable thereafter, Medical Case Management (MCM) will be provided by the Home Care Advocacy Program (HCAP) except in those instances where the patient is being transferred from an acute hospital setting to a “step down” or rehabilitation facility. In those cases, MCM will be managed by the hospital carrier.
2. Effective on the above date, or as soon as practicable thereafter, the Prospective Procedure Review (PPR) will be transferred to the Empire Plan Medical Carrier. In addition, effective October 1, 2000 or as soon as practicable thereafter, the PPR penalty will apply to designated services regardless of the setting (i.e., hospital outpatient, free-standing facility or physician’s office).
3. Effective as soon as practicable, the hospital pre-admission, concurrent review and discharge planning of inpatient hospital admissions will be performed by the hospital carrier.
4. Effective October 1, 2000, or as soon as practicable thereafter, preadmission certification and concurrent review will be required for all Skilled Nursing Facility (SNF) admissions. Effective as soon as practicable thereafter, the SNF pre-admission and concurrent review will be performed by the hospital carrier.

Please review the above list and sign below to indicate your agreement.

For the State:

For PEF:

Michael Volforte
Director
Governor’s Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This is to continue and confirm our agreement, reached during the negotiations of the 2007-2011 Agreement, regarding Article 9, Section 9.2526 of the Agreement. Section 9.2526 provides Vision Care Plan benefits to eligible PS&T Unit employees and their dependents. In addition to those benefits, the Vision Care Plan administrator will continue to make available to covered enrollees the following non-plan frames, lenses or services from participating providers at the discounted cost in effect on April 1, 2007:

- Premier Frames
- Photosensitive Lenses Single Vision (Plastic)
- Photosensitive Lenses Multi Vision (Plastic)
- Reflection Free Coating
- Progressive Addition Lenses
- Blended Invisible Bifocals
- Polycarbonate Lenses (for adult enrollees)
- Polaroid Lenses
- High Index Lenses
- Scratch Protective Coating
- Other Add-Ons and Services

There will be no additional cost to the State for these non-plan frames, lenses or services. Effective January 1, 2009 the list of discounted service shall be modified as follows:

- Frames Exceeding the \$130 Plan Allowance
- Photosensitive Lenses Single Vision (Plastic)
- Photosensitive Lenses Multi Vision (Plastic)
- Reflection Free Coating
- Polaroid Lenses
- High Index Lenses
- Scratch Protective Coating
- Other Add-Ons and Services

Please review the above list and sign below to indicate your agreement.

For the State:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

For PEF:

Wayne Spence
President
Public Employees Federation

MEMORANDUM OF AGREEMENT
Between
GOVERNOR'S OFFICE OF EMPLOYEE RELATIONS
And
PUBLIC EMPLOYEES FEDERATION, AFL-CIO

SUBJECT: Telecommuting in New York State Agencies

INTRODUCTION

Advances in technology in the workplace have led to the exploration of determining how best to utilize these advances to diminish air pollution and highway congestion created through commuting. Two recent New York State statutes, the New York State Clean Air Compliance Act of 1993 and the State Telecommuting Act of 1993, identify "telecommuting" as one of a number of alternative methods for achieving a reduction in the number of single-occupant vehicles traveling to the worksite. Studies have also shown that implementation of telecommuting programs has increased the ability of the employer to attract and retain valuable employees and improve productivity.

The Public Employees Federation (PEF) and the Governor's Office of Employee Relations (GOER) support and encourage this exploration of advanced technology in the workplace through telecommuting projects. Because of the work force and workplace ramifications, PEF and GOER believe that telecommuting programs should be developed in the agency labor/management process, within the context of the principles detailed in this Memorandum of Agreement. To that end, within nine months of ratification **of the 2019-2023 Agreement**, each agency shall develop and implement a telecommuting policy consistent with operational needs and this Memorandum of Agreement. Further, the parties agree that the availability and success of telecommuting programs are of sufficient importance that an Executive Labor/Management meeting shall be convened at least once annually during the term of this agreement to assess existing programs and make recommendations to agencies where PEF and GOER mutually agree that such programs can be improved to the mutual benefit of employees and their agencies.

The following is an Agreement reached between the State of New York Governor's Office of Employee Relations and the Public Employees Federation on telecommuting. Its purpose is to:

- 1) support development and implementation of telecommuting programs to address both environmental and worklife concerns; and,
- 2) establish bilateral guidelines designed to protect the rights of employees involved in telecommuting projects and offer managers the necessary flexibility to operate a successful telecommuting program.

TERMS OF AGREEMENT

I. Representation

- No permanent employee will be laid off solely and only as a direct result of their or their agency's participation in a telecommuting project.
- While an agency is free ultimately to determine if and where within the agency telecommuting is programmatically feasible, each agency shall develop a telecommuting policy. The specifics related to employee involvement in the telecommuting program, including where telecommuting is programmatically feasible, must be developed in the agency labor/management forum.
- Each telecommuting policy must contain a finite term. The parties shall meet in the labor/management forum no less than 60 days prior to termination of any telecommuting policy.
- This agreement does not waive any rights PEF has under the Taylor Law or any applicable statutes to negotiate over terms and conditions of employment.

II. Administrative/Programmatic Issues

- Employee participation in a “telecommuting” project is voluntary.
- Telecommuting is defined as a formal, working arrangement of specified duration which designates a specific number of days per workweek or payroll period that employees will work from their home or other alternate site.
- A range of tasks and functions might be considered appropriate for telecommuting (e.g., reading, report writing, etc.). Equipment, supply needs, and the responsibilities of both the employee and the employer should be specified within the parameters of the telecommuting program.
- Objective, consistently applied employee selection criteria based on operating needs and employee interests will be utilized. Generally, open application of volunteers in all suitable job titles should be allowed.
- Telecommuting programs shall include a review process, beyond the supervisor level, for employees who volunteer and are denied. An employee not selected will be made aware of reasons for non-selection.
- A procedure for the employee’s withdrawal from the telecommuting program will be established by mutual agreement between PEF and the agency. A recommended standard is a 30-day notice by either the employee or the agency unless there is a mutual agreement on a shorter period or if an emergency exists.
- Telecommuting assignments should be consistent with the employee’s normal workday, job duties, and responsibilities, and should be clarified with the employee prior to commencement of the telecommuting assignment. The Public Employees Federation and the agency should jointly monitor the program.
- Appropriate transitional training for both the telecommuting employee and their supervisor should be provided to assist in the transition to partial off-site work. This training should include, but not be limited to, potential increased or reduced employee cost resulting from telecommuting. The union must be offered an opportunity to review training curriculum and may attend during general presentations.
- Agencies, to the greatest extent possible, should allow flexibility in the employee’s choice of which and how many days to telecommute per pay period or per week.

III. Conditions of Employment

- All current law, rule, regulation, and contract provisions remain in effect for those employees who volunteer to participate in a telecommuting project, except as they may be modified by written agreement between GOER and PEF.
- All telecommuting programs shall include procedures by which the work to be performed offsite is assigned and the manner in which the offsite work will be managed.
- Reasons for and notice of access to the employee’s home worksite must be discussed and developed in the labor/management forum. Participating employees must be made aware of such arrangements prior to beginning a telecommuting assignment.
- Injuries occurring while the employee is working at home, whether on State equipment or employee owned equipment, should be considered work-related injuries subject to concurrence by the Workers’ Compensation Board and the State Insurance Fund.

IV. Fiscal Impact on Employees

- Employees are responsible for safeguarding State equipment. Employee’s liability for State equipment damaged or stolen in/from the employee’s home will be determined by investigations of the circumstances of the damage or theft. In each case, PEF will be notified of such investigations.

Employees will not incur any financial liability unless found to be negligent; however, no disciplinary action will result from such a finding.

- All current overtime provisions remain applicable for employees volunteering to telecommute. If allowed, a telecommuting employee can only work overtime that has been properly authorized by an appropriate agent of the appointing authority.

V. Grievability

- Any dispute arising from the interpretation of this Agreement may be submitted through Step Three of the State/PEF grievance process. However, those sections or phrases hereof that are set in italic print and underlined may proceed through Step Four of the grievance process in accordance with the provisions of Article 34 of the State/PEF Agreement.
- The term “developed,” as used in this Memorandum of Agreement, is meant to be read in the context of the meet and confer labor/management process.

VI. Duration

- At the request of either party, this Agreement shall be subject to review and can be amended upon mutual agreement.

For the State:

For PEF:

Michael Volforte
Director
Governor’s Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

The following continues and confirms the understanding reached by the parties during negotiation of the 2007-2011 Agreement with respect to extraordinary circumstances:
During the term of this Agreement, the Director of the ~~Governor's~~ Office of Employee Relations and the President of the Public Employees Federation, or their designees, shall meet in Executive Labor/Management to discuss the issue of State policy on extraordinary circumstances.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will continue and confirm our mutual understanding with respect to the use of electronic recognition systems during negotiations of the 1999-2003 Agreement.

Electronic recognition systems may be used for operational and programmatic purposes, including but not limited to improving health and safety at State work locations. Use of such systems for operational and programmatic purposes does not violate Article 12.17 of this Agreement. The State affirms that data from such electronic recognition systems will not be used for any time and attendance purposes.

The parties recognize that, due to emerging technology, there may come a time when current methods of maintaining time records could be replaced by electronic recognition systems. During the course of negotiations, issues were raised regarding the use of such electronic recognition systems for purposes related to maintenance of time records under Article 12.17. These issues are of such significant concern that review at the Executive level is required. During the last two years of the 1999-2003 Agreement, the Director of the ~~Governor's~~ Office of Employee Relations and the President of the Public Employees Federation or their designees shall meet for such a review.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter confirms the understandings of the parties reached during the negotiation of Article 17, Out-of-Title Work, and Article 34, Grievance Procedure, of the 2015-2016 State/PEF Agreement.

The parties agreed that during the life of this Agreement, we will jointly study and discuss the administration of the Article 17 and the Article 34 grievance processes. This endeavor will be designed to identify areas where delays exist that may be expedited either through development and implementation of more efficient administrative procedures during the life of this Agreement, or through possible changes to contract language during the next round of negotiations.

Areas to be addressed shall include, but are not necessarily limited to:

1. Tracking the amount of time agencies take to process grievances, in particular, the time to issue Article 17 Step Two decisions;
2. Developing an updated grievance form for use in the Article 34 grievance process; and,
3. Identifying administrative efficiencies in the grievance processes.

The parties have further agreed that, beginning one month after ratification, the parties will begin using the revised Article 17 grievance form and the Director of Classification and Compensation will make reasonable efforts to give priority to the assignment and review of grievances which have been sustained at Step 2 and advanced directly to the Director of Classification and Compensation for review.

Please confirm that this letter accurately sets forth our understandings on this subject by countersigning below.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will continue and confirm our understanding reached during the course of negotiations of the 1999-2003 State/PEF Agreement, on the subject of Institution Teachers.

1. Sick Leave Accrual Rate

Full-time teachers shall be guaranteed the opportunity to earn sick leave at an amount equivalent to that which could be earned in 22 pay periods. This is a guaranteed opportunity to earn the above stated amount of sick leave, not a guarantee that an employee will actually earn that amount. An employee will still have to meet the eligibility requirements to earn sick leave each pay period. Mechanically, this would be accomplished by an employee continuing to earn sick leave at his/her current sick leave accrual rate with an annual adjustment on the employee's anniversary date.

2. Nothing in Article 26 or this side letter shall change the September 1-June 30 school year.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

The following continues and confirms the understandings reached during the course of negotiations of the 2007-2011 Agreement on the Leave Adjustment Pilot Program available to eligible part-time annual salaried employees scheduled to work additional hours beyond their payroll percentage. Effective upon ratification, this program will no longer be a pilot. Agencies must set up a procedure to review time records to provide the negotiated benefit described below.

Eligibility

The provisions of this Program apply to eligible part-time annual salaried employees scheduled to work hours in excess of their payroll percentage.

In order to participate in this Program, part-time annual salaried employees must be employed to work a schedule equated to their payroll percentage which entitles them to earn leave credits under the Attendance Rules (either five days per week or at least half-time per biweekly pay period), not including the additional time worked above their payroll percentage.

“Employed to work a schedule” that entitles the employee to earn leave credits under the Attendance Rules means that the schedule assigned to the employee qualifies for the earning of leave credits under the Attendance Rules. The employee need not actually work that schedule each pay period in order to remain eligible. The employee may be on paid or unpaid leave from a qualifying schedule.

The additional time worked cannot be counted to qualify an otherwise ineligible employee to earn leave credits under the Attendance Rules. Leave credits can be granted for additional time worked only as described in this Program to part-time annual salaried employees already eligible to earn leave credits under the Attendance Rules for their work schedule equated to their payroll percentage.

For example, an employee with a payroll percentage of 40% and corresponding work schedule of four days per pay period cannot participate in the Program even though the employee works additional time for a fifth day each pay period because the employee’s work schedule based on his/her payroll percentage is not a qualifying schedule. On the other hand, an employee with a payroll percentage of 50% earns leave credits under the Attendance Rules based on the work schedule corresponding to his/her payroll percentage and is eligible to be granted vacation, sick leave and personal leave adjustment credits for additional time worked beyond his/her 50% schedule under this Program.

Participating employees are not eligible to be credited under this Program for additional hours worked in excess of the normal 37.5 or 40-hour workweek.

Vacation and Sick Leave

1. Agencies must review the additional time worked by eligible part-time annual salaried employees twice a year, for payrolls 1-13 and for payrolls 14-26. Additional vacation and sick leave will be credited within 60 days after the end of payroll period 13 and within 60 days after the end of payroll period 26.
2. Agencies must credit eligible employees with vacation and sick leave adjustment credits proportional to the additional hours worked during the 13 pay periods under review.

Sick Leave Adjustment Credits

An employee must have worked a minimum of five (5) hours of additional time above the number of hours equated to his/her payroll percentage to earn an additional one-quarter (1/4) hour of sick leave. Eligible employees are credited with one-quarter (1/4) hour of sick leave for every five (5) hours of additional time worked during the thirteen pay periods under review. For this purpose, time worked includes time charged to leave credits (see (3) below).

Vacation Adjustment Credits for Employees Who Accrue at the Thirteen-Day Rate

An employee who earns vacation at the 13-day rate must have worked a minimum of five (5) hours of additional time above the number of hours equated to his/her payroll percentage to earn an additional one-quarter (1/4) hour of vacation. Eligible employees are credited with one-quarter (1/4) hour of vacation for every five (5) hours of additional time worked during the thirteen pay periods under review. For this purpose, time worked includes time charged to leave credits (see (3) below).

Vacation Adjustment Credits for Employees Who Accrue at the Twenty-Day Rate

An employee who earns vacation at the 20-day rate must have worked a minimum of three and one quarter (3.25) hours of additional time above the number of hours equated to his/her payroll percentage to earn an additional one-quarter (1/4) hour of vacation. Eligible employees are credited with one-quarter (1/4) hour of vacation for every three and one quarter (3.25) hours of additional time worked during the thirteen pay periods under review. For this purpose, time worked includes time charged to leave credits (see (3) below).

When an employee's seventh anniversary date falls during the 13 pay periods under review, the employee will be credited with vacation adjustment credits at the 13-day rate for those 13 pay periods and thereafter will be credited with vacation adjustment credits at the 20-day rate.

Some examples follow:

A.1. During payroll periods 1-13 of 2005, a half-time PS&T unit employee with three years of creditable service works a total of 80 hours beyond her normal half-time schedule. This employee would be credited with an additional four (4) hours of vacation and four (4) hours of sick leave within 60 days after payroll period 13. (80 hours of additional time worked divided by 5 hours = 16 five-hour segments multiplied by .25 hour credited for each 5 hours of additional time worked = four (4) hours of additional vacation and four (4) hours of additional sick leave.)

A.2. During payroll periods 14-26 of 2005, this employee works 155 hours above her payroll percentage and earns 7.75 hours of additional vacation and 7.75 hours of additional sick leave. (155 hours divided by 5 hours = 31 five-hour segments multiplied by .25 hour credited for each 5 hours of additional time worked = 7.75 hours of additional vacation and 7.75 hours of additional sick leave credit.)

B.1. During payroll periods 1-13 of 2005, a half-time PS&T unit employee with ten years of creditable service works a total of 80 hours beyond her normal half-time schedule. This employee would be credited with an additional six and one quarter (6.25) hours of vacation and four (4) hours of sick leave within 60 days after payroll period 13. The vacation is calculated as follows: 80 hours of additional time worked divided by 3.25 hours = 24.62 three and one-quarter hour segments multiplied by .25 hour credited for each 3.25 hours of additional time worked = 6.15 hours. Rounding to the nearest quarter hour, the employee receives 6.25 hours of additional vacation. The sick leave is calculated as described in example A.1 above.

B.2. During payroll periods 14-26 of 2005, this employee works 155 hours above her payroll percentage and earns 12 hours of additional vacation and 7.75 hours of additional sick leave. The vacation is calculated as follows: 155 hours divided by 3.25 hours = 47.69 three and one quarter hour segments multiplied by .25 hour credited for each 3.25 hours of additional time worked = 11.92 hours.

Rounding to the nearest quarter hour, the employee receives 12 hours of additional vacation. The sick leave is calculated as described in example A.2. above.

3. Employees must charge accruals on the basis of the total number of hours the employee is scheduled to work on a given day, beginning with the first day following the payroll period in which the employee is first credited with additional vacation and sick leave under this Program. Until the first time the employee is credited with additional vacation and sick leave, the employee who takes a day off charges credits only to cover the normal schedule corresponding to the payroll percent and not to cover any additional scheduled hours. The employee simply does not receive pay for those additional hours. Beginning with the pay period after being credited for the first time with additional vacation and sick leave, the employee is required to charge credits for all scheduled hours on a given day, including any additional scheduled hours, and therefore receives pay for those additional hours.

For example, a 50 percent employee on the administrative payroll cycle who works 20 hours per week, four hours per day, begins working additional time for the first time in pay period 1 in fiscal year 2005-2006. On November 1, 2005, the employee takes a day of sick leave, charges 4 hours to cover his normal schedule, and receives 4 hours pay for the day even though he was scheduled to work additional time on that day. On November 2, 2005, the last day of a pay period, the employee is credited for the first time with additional vacation and sick leave under this Program for pay periods 1 through 13. On November 4, 2005, the employee takes a day of vacation. His work schedule on that day is 8 hours, including 4 hours of additional time. He is required to charge 8 hours to cover his full schedule, and receives 8 hours pay for the day.

4. Vacation and sick leave adjustment credits must be added to the employee's regular vacation and sick leave balances. Employees continue to be subject to a prorated sick leave maximum, and to a prorated vacation maximum on April 1 of each year, based on their payroll percentage. Employees who separate from State service receive a lump sum payment for unused vacation of up to 30 prorated days based on their payroll percentage. Separating employees should be credited as of the date of separation with any additional leave to which they are entitled under this Program so that such leave can be included in the vacation lump sum payment and, for retirees, in the calculation of retirement service credit and the sick leave credit for health insurance in retirement, subject to applicable maximums based on the employee's payroll percentage.

Personal Leave

1. Agencies must review the additional time worked by eligible part-time annual salaried employees once a year. Employees who work additional time will be credited with personal leave adjustment credit once a year on the personal leave adjustment date. The personal leave adjustment date will not change if the employee is not in pay status on that date. The personal leave adjustment date will be May 30, following the end of each April 1-March 31 fiscal year.

2. Agencies must credit eligible employees with personal leave adjustment credits proportional to the number of additional hours worked during the 26 pay periods under review. An employee must have worked a minimum of 13 hours of additional time above the number of hours equated to his/her payroll percentage to earn an additional one-quarter (1/4) hour of personal leave. Eligible employees are credited with one-quarter (1/4) hour of personal leave for every 13 hours of additional time worked during the 26 pay periods under review. For this purpose, time worked includes time charged to leave credits.

For example, during the period April 1, 2005 through March 31, 2006, a PS&T unit employee works a total of 235 hours beyond her payroll percentage and earns 4.50 hours of personal leave adjustment time. (235 hours of additional time worked divided by 13 hours = 18.08 13-hour segments multiplied by .25 hour credited

for each 13 hours of additional time worked = 4.52 hours. Rounding to the nearest quarter hour, the employee received 4.50 hours of personal leave adjustment credit.)

3. Employees must charge accruals on the basis of the total number of hours the employee is scheduled to work on a given day beginning with the first day following the pay period in which the employee is first credited with additional vacation and sick leave credits under this Program (see Vacation and Sick Leave (3) above.)

4. Personal leave adjustment credits accrued as a result of additional time worked will be kept in a separate leave category called "Personal Leave Adjustment."

5. An employee will have 12 months from the personal leave adjustment date to use personal leave adjustment credits. Unused leave will lapse at close of business on the day prior to the personal leave adjustment date.

6. If the payroll percentage of an eligible employee changes (i.e., 50% to 75%, 50% to 100%, etc.) the employee's unused regular personal leave balance will be converted to days based on the new percentage. Personal leave adjustment time will not be carried forward.

Additional Issues

Agencies or facilities may develop procedures in local labor/management regarding access during the 60-day recording period, in cases of special need for leave, to vacation, sick leave and personal leave adjustment credits earned but not yet recorded.

The parties shall develop guidelines for application of this program to PS&T Unit members employed to work on a part-time basis in ten-month items as soon as practicable upon

ratification of the ~~2019-2023~~**2023-2026** State/PEF Agreement. Such guidelines shall be applicable to all agencies employing ten-month employees on a part-time basis.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

June 4, 2021

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

~~————— This letter confirms the mutual understandings reached during negotiation of the 2019-2023 Agreement between the State of New York and the Public Employees Federation regarding the Article 10 Work-Life Services Programs. Funding allocations shall be initially established as follows:~~

- ~~a) Eighteen percent of the funds allocated in each year of the Agreement pursuant to Section 10.6 shall be set aside to achieve the goals of the Employee Assistance Program.~~
- ~~b) Fifty-eight percent of the funds allocated in each year of the Agreement 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.~~
- ~~c) 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.~~
- ~~d) 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 GOER and the President of PEF or their designees.~~

For the State: _____ For PEF:

Michael Volforte _____ Wayne Spence
Director _____ President
Governor's Office of Employee Relations — Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter will continue and confirm the understandings of the parties reached during the negotiation of the 2003-2007 Agreement between the State of New York and the Public Employees Federation regarding the Work-Life Services Programs.

The parties recognize the mutual benefits of programs designed to assist employees with personal problems that affect their performance on the job and help balance work and family responsibilities. Accordingly, a single multi-union labor/management advisory board shall be established to ensure the coordination of benefits available to employees through the Work-Life Services Programs mutually agreed to by the parties.

This letter will also continue and confirm the understanding reached by the parties during negotiation of the 2016-2019 Agreement concerning Employee Assistance Program (EAP) Coordinators. The parties agree that ensuring employees have adequate and timely access to EAP Coordinators is an important priority. The parties shall develop and implement strategic outreach to educate NYS agencies and employees about available EAP services, and ensure accurate EAP Coordinator contact information is readily available to employees who wish to contact a Coordinator. The Advisory Board shall meet and discuss the establishment of EAP Coordinator-to-employee ratios, release time minimums, and multi-agency EAP Coordinators, and other strategies to ensure the existence of a robust and accessible EAP Coordinator network.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

**Memorandum of Understanding
Between
The State of New York
And
The Public Employees Federation
For
Triage and Expedited Arbitration**

This Memorandum of Understanding is entered into by the State of New York (hereinafter “the State”) and the Public Employees Federation, AFL-CIO (hereinafter “PEF”), representing employees in the Professional, Scientific and Technical Services Unit.

The State and PEF hereby agree to continue the triage and expedited arbitration procedure, in accordance with the terms set forth below.

The triage and expedited arbitration procedure shall be governed by the following provisions:

(1) To provide a more expeditious alternative to the traditional grievance and arbitration procedure, contract grievances appealed to Step 4 shall be heard by a single Select Arbitrator in triage and expedited arbitration. However, each party reserves the right, to be exercised at any time, to have grievances resolved through the traditional grievance and arbitration process.

(2) At triage, the parties shall be represented by staff or counsel who shall have full authority to settle, withdraw, or otherwise resolve the grievance for that party. At triage, the parties may present relevant documents, offers of proof, and/or argument to the Select Arbitrator. However, no testimonial evidence shall be presented at triage.

(3) At triage, following presentations by the parties, the Select Arbitrator shall advise the parties as to whether the grievance should be settled, withdrawn or otherwise resolved or whether it should be pursued to expedited arbitration. If the parties are interested in settlement of the grievance, the Select Arbitrator may explore possible terms for settlement of the grievance with the parties. Upon agreement of the parties, the Select Arbitrator shall also have full authority to issue a decision and award based on a stipulated record at triage or a consent award.

(4) If an evidentiary hearing is necessary, the grievance shall be scheduled for expedited arbitration before the Select Arbitrator on the next available hearing date, subject to the availability of witnesses. At triage, the Select Arbitrator shall discuss with the parties and identify the specific issue(s) to be arbitrated and, to the extent possible, the specific witnesses who shall testify at expedited arbitration. Relevant documentary evidence produced at triage and relevant facts not in dispute, as established at triage, shall be included in the record for expedited arbitration.

(5) At expedited arbitration, the Select Arbitrator shall only take testimonial and/or documentary evidence relevant to those facts which remain in dispute. Expedited arbitrations shall not exceed one (1) day except in extraordinary circumstances. Except by agreement of the parties, or in exceptional cases as determined necessary by the Select Arbitrator, no written briefs will be filed. Opening and closing statements will be permitted. The Select Arbitrator shall render a written decision and award no later than two (2) weeks after the close of the record in a hearing.

(6) The Select Arbitrator shall have full authority to resolve all procedural and substantive contractual issues and to fashion an appropriate remedy but shall have no authority to add to, subtract from, or modify the terms or provisions of this Agreement. The Select Arbitrator shall confine the award solely to the application and/or interpretation of this Agreement. All awards of the Select Arbitrator at both triage and expedited arbitration shall be final and binding on the parties in the context of the specific dispute at issue, consistent with the provisions of CPLR Article 75. However, all settlements, withdrawals, consent awards and/or decisions and awards of the Select Arbitrator shall not be precedential in other grievances, unless

specifically agreed to by the parties. Furthermore, all decisions and awards of the Select Arbitrator shall not be submitted in any other grievances or arbitrations (including expedited grievances and arbitrations) unless the parties mutually agree otherwise. However, the Select Arbitrator shall take notice of all relevant prior arbitration decisions.

(7) The Select Arbitrator shall allocate four (4) days per month for triage and/or expedited arbitration, unless the parties mutually agree to reduce the total number of days scheduled for triage and expedited arbitration before the Select Arbitrator in a given month. These days shall be allocated between triage and expedited arbitration by agreement of the parties. All fees and expenses of the Select Arbitrator shall be divided equally between the parties.

(8) Nothing herein shall preclude or otherwise limit the parties from discussing and exploring possible settlement of grievances in anticipation of, or as an alternative to, triage.

(9) The parties shall jointly select the Select Arbitrator for triage and expedited arbitration who shall be appointed for a term of one (1) year with an option to renew. The Select Arbitrator may be removed by either party by notice to the other party at least sixty (60) days prior to the conclusion of his or her term of service. In the event of the removal of the Select Arbitrator, the parties shall mutually select a new Select Arbitrator to serve.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

Date: ~~June 4, 2021~~ **June 6, 2023**

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

RE: Long-Term Seasonal Employees
Office of Parks, Recreation and Historic Preservation
Department of Environmental Conservation

Dear Mr. Spence:

This letter confirms the understandings reached by the parties during negotiations of the 2007-2011 State/PEF Agreement regarding Long-Term Seasonal Employees. Long-Term Seasonal Employees are an important component of New York State's workforce. The Office of Parks, Recreation and Historic Preservation and the Department of Environmental Conservation have the largest number of such employees. The following benefits will be extended to the long-term seasonal employees within the Office of Parks, Recreation and Historic Preservation and the Department of Environmental Conservation.

Effective upon ratification of this Agreement a lump sum award of \$500 will be payable in the first pay period of each fiscal year of the ~~2019-2023~~ **2023-2026** Agreement to an employee who has had at least 1500 hours in pay status in seasonal positions during each of the previous five years.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will confirm our understanding reached during negotiation of the ~~2019~~**2023-2023**~~2026~~ Agreement regarding the Special Assignment to Duty Pay Pilot Program.

This pilot program will end on April 1, ~~2023~~**2026** unless continued by mutual agreement of the parties.

State agencies administer comprehensive Employee Safety and Health Programs to assure to the best of their ability, the safety and health of all New York State employees. Risk assessment and reduction are key elements of these programs, and have proven historically successful in minimizing employee injuries. However, there are certain assignments and/or locations, which present inherent vulnerability to employees that are unavoidable, despite the best efforts of State agencies to eliminate or minimize the risk associated with such assignments/locations. During the initial analysis it was determined that principal among these is proximity to live vehicular traffic on highway rights-of-way. To compensate for this unavoidable fact, agencies that have these concerns in delivery of their core missions will be provided compensation that will recognize these inherent occupation-related exposures.

Duty Assignments

Highway Rights-of-Way are intended to include all Interstate Routes within New York State (NYS), all NYS highway routes, and all NYS parkway systems. At this time, the following assignments constitute an exposure to inherent danger by virtue of unavoidable proximity to vehicular traffic within the highway Right-of-Way (ROW). The list is not intended to be all-inclusive or exclusive:

- I. Highway infrastructure (roads/bridges): maintenance, repair, replacement, new construction, construction inspection, and bridge inspection
- II. Truck inspection
- III. Traffic monitoring
- IV. Pavement and soil testing
- V. Culvert inspection
- VI. Survey operations

Assignments that exclusively require operation of a motor vehicle (driving) are not eligible for Special Assignment to Duty Pay unless it is integral to assignments described above that are conducted within the highway ROW. In addition, commuting to and from the work location/project site is not eligible for Special Assignment to Duty Pay.

Benefit

Effective April 2, 2007, employees who routinely work in the duty assignments outlined above at least one-third (1/3) or more of time actually worked in a calendar year are eligible for an annual lump sum payment of \$500. **Effective April 2, 2023, such amount shall be increased to \$750.** Such payment will be made in the last pay period in the Fiscal Year following the calendar year in which the assignment was performed. Assignment to such duties is the sole prerogative of management in accordance with present policies and procedures.

This benefit will not be paid if during the eligibility period, 1) an employee is formally disciplined for either violations of safety rules or policies or for conduct relating to an unsafe act or, 2) an employee fails to meet expectations regarding a safety-related standard as part of the routine performance evaluation program.

For purposes of this section, an employee is deemed to have been formally disciplined for the specified reasons if any of the following conditions occurred: a Notice of Discipline was settled within 12 months of the date of payment, or the employee has been found guilty of the Notice of Discipline within 12 months of the date of payment. It does not include Notices of Discipline regarding anything other than the subject matter specified above, nor any dismissed by an arbitrator or withdrawn by the appointing authority. In addition, unsatisfactory performance ratings, which are reversed on appeal, will require payment of the benefit.

This pilot program is not subject to the grievance procedure.

Qualifying Process

At the conclusion of the calendar year, management will produce documentation to support which employees are qualified for this benefit. Employees determined by management to be qualified for this benefit will be notified in writing by management no later than 45 days following the conclusion of the calendar year. Any employee determined not qualified may request, in writing, and will receive, in writing, an explanation of the reasons for such determination and the basis for this determination. Any relevant information submitted by employees challenging their exclusion will be considered by management if such information is submitted no later than March 15, or 14 days after receipt of management’s written explanation for the exclusion, whichever is later. A final determination will be made by management within 45 days following receipt of the information from employees. This qualifying process and any subsequent review is not grievable.

For the State:

For PEF:

Michael Volforte
Director
Governor’s Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter confirms the understandings reached by the parties during negotiation of the ~~2019-2023~~ **2023-2026** State/PEF Agreement regarding Special Assignment to Duty Labor/Management Committee. In addition to the provisions of the side letter agreement providing Special Assignment to Duty Pay for eligible unit employees we agree to the following:

During the term of the Agreement, the State and PEF will establish a Joint Labor/Management Committee to review additional activities that may constitute Special Assignments to Duty, which would be eligible for Special Assignment to Duty Pay. Asbestos removal and related activities, pesticide application, certain patient/client activities, and working heights, are activities for review by the Joint Labor/Management Committee. However, the determination to include any additional activities as eligible for Special Assignment to Duty will be the responsibility of management after consultation with PEF. The determination by management regarding Special Assignment to Duty and this side letter are not subject to the grievance process.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter is to confirm the agreement reached between the ~~Governor's~~ Office of Employee Relations and the Public Employees Federation regarding an Employee Benefit Fund for provision of certain health and welfare benefits, including dental and vision, to PS&T employees.

PEF will undertake a study to determine the feasibility of administering dental and vision benefits through an Employee Benefit Fund. At the conclusion of this Study, PEF shall have the sole discretion to decide if they choose to provide Dental and Vision Benefits through an Employee Benefit Fund instead of receiving these benefits directly from the State.

If PEF determines it is interested in assuming responsibility for these benefits, that issue will be brought to the Joint Committee on Health Benefits for discussion and determination.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter confirms the understandings reached by the parties during negotiations of the ~~2019-2023~~ **2023-2026** State/PEF Agreement regarding establishing **the continuing operation of** a committee on temporary and seasonal employees paid on an hourly or per diem basis.

The State of New York and PEF will ~~establish a~~ **continue to participate in a** committee to review the current state practice of employing temporary and seasonal employees paid on a per diem or hourly basis working for durations longer than temporary or seasonal as defined by Civil Service Law.

The committee will include representatives of the ~~Governor's~~ Office of Employee Relations, the New York State Department of Civil Service, the Public Employees Federation, the Division of Budget and agencies that employ these employees, including, but not limited to, the Department of Labor.

The parties agree to discuss offering permanent employment to temporary and seasonal employees if otherwise qualified where needed to perform full-time, on-going duties.

The committee will meet quarterly and thoroughly examine the nature of the appointments and the related employment issues and report back to the parties by ~~July 1, 2022~~ **July 1, 2024** with recommendations for administrative, contractual, regulatory, and/or statutory actions if and where applicable.

Sincerely,

Michael N. Volforte
Director
~~Governor's~~ Office of Employee Relations

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

Let this letter confirm and continue our mutual understandings reached in connection with travel reimbursement during negotiation of the 2016-2019 State/PEF Agreement. The parties are both committed to identifying and rectifying any impediments to timely processing of employee requests for travel reimbursement. Toward that end, the parties shall establish a joint standing committee on employee travel reimbursement. The Committee shall be composed 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 quarterly unless the parties mutually agree to a different meeting frequency.

The Committee shall review factors impacting the speed of travel reimbursement including, but not limited to, adequacy of guidance provided to employees and supervisors, technological impediments, and performance of individual agencies as it relates to timely processing of reimbursement requests. The Committee shall endeavor to develop mutually agreed-to metrics that can be used for ongoing monitoring of agency performance in this area.

Sincerely,

Michael N. Volforte
Director
~~Governor's~~ Office of Employee Relations

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter is to confirm the agreement reached between the ~~Governor's~~ Office of Employee Relations and the Public Employees Federation regarding their mutual interest in maintaining high quality and cost effective health insurance benefits for PS&T Unit employees.

The Article 9.16 Joint Committee on Health Benefits will explore the feasibility and cost effectiveness of changes in the Empire Plan benefit structure after April 1, 2023 **2026**. No later than March 1, 2023 **2026**, the Joint Committee will issue written non-binding recommendations for consideration by both ~~GOER~~ and PEF.

~~GOER~~ and PEF will consider such non-binding recommendations when they negotiate a successor collective bargaining agreement.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This letter confirms and continues our mutual understandings reached during negotiation of the 2016-2019 Agreement regarding the issue of safe staffing ratios in direct care settings. The State and PEF agree that safe staffing ratios in direct care settings are an appropriate topic for labor/management discussions held pursuant to Article 24 of the Agreement. Further, should PEF allege that agency or facility/institutional level labor/management discussions regarding safe staffing ratios in direct care settings are not productive, PEF may refer its concerns to the joint State/PEF Committee on Nursing and Institutional Issues (see Article 44 of the State/PEF Agreement).

Upon receipt of concerns referred by agency-level PEF representatives, the joint committee shall be empowered to review the union's concerns regarding safe staffing ratios and make non-binding recommendations to management of the agency in question. Factors that shall be taken into consideration include, but are not limited to, typical staffing ratios in the profession(s) under consideration, any staffing ratio requirements promulgated by relevant regulatory or accrediting entities, the frequency of work-related illness or injury among the employees covered by the referral, and the ability to recruit and retain employees for affected titles.

In the event that the State and PEF designees on the joint committee are unable to reach consensus on a recommendation, each side shall furnish management of the agency in question with its recommendation regarding disposition of the concerns raised in the referral. The joint committee shall review referrals and issue written recommendations within six months of receiving such referrals. The joint committee's meeting schedule shall reflect this requirement and depend upon the number of referrals pending and the amount of work required to process such referrals.

Both PEF and the State are committed to using this process to identify and address staffing shortages in direct care settings.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

RE: Article 33 and 34 Arbitration Panels

Dear Mr. Spence:

This letter confirms **and continues, as modified**, the understandings reached by the parties during negotiations of the ~~2019-2023~~ **2023-2026** State/PEF Agreement regarding the daily fee for arbitrators on the parties' Article 33 and Article 34 arbitration panels.

The parties will meet within 60 days of ratification to update, by mutual agreement, their Article 33 and 34 arbitration panels. ~~Once those new panels are established, the daily fee for arbitrators on the Article 33 and 34 panels shall be increased to \$1,200.~~ **The daily fee for arbitrators on the Article 33 and 34 panels will continue to be \$1,200.**

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Dear Mr. Spence:

This letter will confirm **and continue, as modified,** the understanding reached during the negotiation of the 2019-2023 Agreement regarding a Request for Proposals (RFP) for the delivery of dental benefits to applicable State employees. The State will **continue to** work with PEF and other applicable unions to **review and evaluate the vendor responses to** issue the RFP. The RFP will require a same or better level of benefit than currently provided. ~~The RFP will be issued as soon as practicable following the ratification of this Agreement.~~

For the State

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

For PEF

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

RE: Pre-Tax Adoption Program

Dear Mr. Spence:

This letter confirms **and continues** the understandings reached by the parties during negotiations of the 2019-2023 State/PEF Agreements on the subject of a pre-tax adoption assistance program pursuant to Internal Revenue Code, 26 U.S.C. §125 and related regulations.

Such a benefit provides employees an opportunity to pay for eligible adoption expenses.

The State further agrees to make enrollment in this pre-tax program available as soon as practicable, after ratification of the Agreement.

For the State:

For PEF:

Michael N. Volforte, Director
~~Governor's~~ Office of Employee Relations

Wayne Spence, President
Public Employees Federation

Wayne Spence, President
Public Employees Federation, AFL-CIO

June 6, 2023

Dear Wayne Spence:

Let this letter confirm our mutual understanding reached during negotiation of the 2023-2026 State/PEF Agreement regarding the need to study the impact of emerging artificial intelligence (AI) technologies on members of the PS&T Unit and their work. In light of accelerating advancements in the area of AI, we agreed that the State and PEF should form a joint committee to identify emerging impacts on the PS&T Unit workforce and to make recommendations consistent with implementing such technologies in a manner that benefits both the State as an employer and its PS&T Unit employees. While this is a joint committee that will work toward joint recommendations, the State and PEF do not waive any rights that either possesses with respect to implementing AI in the workplace or challenging such implementation.

The Committee will consist of three designees of the President of PEF and three Designees of the Director of the Office of Employee Relations. The Committee shall meet bi-annually commencing in January 2024 unless a different meeting frequency is determined by mutual agreement. Further, the parties agree that AI, machine language (ML) automation, other technologies, and their impact on employees are appropriate topics of labor-management committees.

Sincerely,

Michael N. Volforte, Director
Office of Employee Relations

APPENDIX IV

VRWS Guidelines VOLUNTARY REDUCTION IN WORK SCHEDULE PROGRAM

Introduction:

Voluntary Reduction in Work Schedule (VRWS) is a program that allows employees to voluntarily trade income for time off. The VRWS Program is available to eligible annual-salaried employees in the Professional Scientific and Technical Services Unit (PS&T). Individual VRWS agreements may be entered into for any number of payroll periods up to a maximum of 26 biweekly pay periods in duration and must expire no later than the end of the last payroll period in the fiscal year.

1. **Purposes**

- a. VRWS provides agencies with a flexible mechanism for allocating staff resources.
- b. VRWS permits employees to reduce their work schedules to reflect personal needs and interests.

2. **Limitations: Eligibility, Work Schedule Reduction**

- a. Eligibility: This program is available to certain annual-salaried employees in the PS&T Unit. Eligibility shall be as described under the terms of the ~~2019-2023~~2023-2026 VRWS Appendix. The following eligibility criteria shall apply:

(1) Employees are required to be employed to work on a full-time annual salaried basis for a minimum of one biweekly payroll period immediately prior to the time of entry into the VRWS Program. Time on paid or unpaid leave from a full-time annual salaried position satisfies this requirement.

and

Employees must remain in a full-time annual salaried position during the term of the VRWS agreement.

and

Employees must have one continuous year of State service on a qualifying schedule (any schedule which entitled the employee to earn leave credits, not necessarily a full-time schedule).

In other words, beginning with the first full biweekly pay period in October 2000, employees will no longer be required to complete 26 consecutive biweekly pay periods of full-time service immediately prior to entering into a VRWS agreement.

Consistent with the way in which creditable service is counted under the Attendance Rules, separations of less than one year and periods of leave without pay of any duration are not counted toward the one-year service requirement but do not constitute a break in service. Employees who separate from State service (through resignation, termination, layoff, etc.) for more than one year cannot count service preceding that break in service toward the one-year requirement (unless the employee is reinstated by the Civil Service Commission or Department or appointed while on a preferred list). Payroll periods of VRWS participation, Sick Leave at Half Pay, or Workers' Compensation Leave and time on the Leave Donation Program will count toward the one-year service requirement.

(2) Employees who were eligible for the VRWS Program under the 1984-86 Program Guidelines continue to be eligible to participate in the Program even if they never participated in the 1984-86 VRWS Program. (Under the Guidelines for the 1984-86 Program, VRWS was

available to employees: (1) who were full-time annual-salaried employees as of April 1, 1984, or (2) who first entered the PS&T Unit as full-time annual-salaried employees between April 1, 1984 and April 1, 1986.)

b. Work Schedule Reduction: Participating employees may reduce their work schedules (and salaries) a minimum of 5 percent, in 5 percent increments, up to a maximum of 30 percent.

3. ***Description of an Employee VRWS Agreement***

a. An employee develops a plan for a reduced work schedule.

b. Management reviews and approves the plan as long as it is consistent with operating needs.

c. Jointly agreed plan specifies:

(1) Duration of VRWS agreement which may be up to a maximum of 26 biweekly payroll periods with the VRWS agreement expiring no later than the last day of the last payroll period in the fiscal year.

(2) Percentage reduction of work schedule and salary.

(3) Amount of VR time earned in exchange for reduced salary.

(4) Schedule for use of VR time earned. This may be either a fixed schedule, e.g., every Friday, every Wednesday afternoon, an entire month off, etc., or intermittent time off.

(i) An employee's fixed schedule VR time off, once the VRWS schedule has been agreed upon by management, cannot be changed without the consent of the employee except in an emergency. In the event an employee's schedule is changed without his/her consent, the employee may appeal this action through an expedited grievance procedure.

(ii) VR time used as intermittent time off will be subject to scheduling during the term of the VRWS agreement, and will require advance approval by the employee's supervisor.

d. While the VRWS agreement is in effect, the employee will earn and accumulate VR credits in accordance with the percentage reduction in workweek, e.g., a 10 percent reduction will result in 7.5 or 8 hours of VR credit earned each payroll period which the employee will charge on his/her scheduled VR absences. If the employee's VRWS schedule calls for one-half day off every Friday afternoon, 3.75 or 4 hours of VR credits will be charged for each Friday. An employee whose VRWS agreement calls for a 10 percent reduction and taking an entire month off will work his/her full 37.5 or 40 hours each week, accrue 7.5 or 8 hours of VR credit each payroll period, and have the accumulated VR credits to use during that month.

e. The employee never goes off the payroll. The employee remains in active pay status for the duration of the agreement and receives pay checks each payroll period at the agreed-upon, temporarily reduced level.

f. The employee will work a prorated share of his/her normal work schedule over the duration of the agreement period.

g. Participation in the VRWS Program will not be a detriment to later career moves within the agency or the State.

h. Scheduled non-work time taken in accordance with a VRWS agreement shall not be considered to be an absence for the purpose of application of Section 4.5(f) of the Civil Service Rules governing probationary periods.

4. ***Time Limits***

The employee and management can establish a VRWS agreement on a fiscal year basis of any number of payroll periods in duration from one (1) to twenty-six (26). The VRWS contract must expire no later than the last day of the last payroll period in the fiscal year. The VRWS agreement must begin on the first day of a payroll period and end on the last day of a payroll period. VRWS ending balances must be segregated for each

fiscal year. The employee and management may, by agreement, discontinue or modify the VRWS agreement if the employee's needs or circumstances change.

5. ***Time Records Maintenance***

a. All VRWS schedules will be based on the crediting and debiting of VR credits on the employee's time card against a regular 37.5 or 40 hour workweek.

b. VR credits earned during a VRWS agreement may be carried on the employee's time card past the end of the individual VRWS agreement and past the end of the fiscal year but must be liquidated by the September 30th following the end of the fiscal year in which the individual VRWS agreement expires. VRWS ending balances must be segregated for each fiscal year.

c. There is no requirement that existing paid leave credits (including previously earned and banked VR credits) be exhausted prior to the beginning of the new VRWS agreement. However, agencies should encourage employees to use carried-over VR credits on a priority basis.

6. ***Advancing of VR Credits: Recovering a VR Credit Debit***

a. To accommodate an employee whose VRWS agreement calls for an extended absence during the agreement period, an agency may advance VR credits in an amount not to exceed the number of hours for which the employee is paid in one payroll period.

b. If an employee terminates his/her employment and has a VR debit, the agency shall recover the debit from the employee's lagged salary payment for his/her last payroll period at work.

7. ***Coordination with Alternative Work Schedules***

It is possible to coordinate VRWS agreements with Alternative Work Schedule arrangements when desired by the employee and consistent with operating needs. For example, a VRWS agreement may be combined with four-day week scheduling for a 37.5 hour/week employee by the employee opting for a 10 percent reduction to produce a workweek of 3 days of 8.5 hours and 1 day of 8.25 hours. Such a schedule would generate savings for the employee of commuting expenses, child care costs, etc. An alternative work schedule which applies to a single employee is considered to be an individualized work schedule and does not require approval through the normal Alternative Work Schedule approval process.

8. ***Effect on Benefits and Status***

The effect of participation in the VRWS Program on benefits and status is outlined in Appendix A (attached).

9. ***Effect on Overtime Payment for Overtime Eligible Employees***

Scheduled absences charged to VR credits, unlike absences charged to leave credits, are not the equivalent of time worked for purposes of determining eligibility for overtime payments at premium rates within a workweek. For example, an employee who, under an 80 percent VRWS schedule, works four days, charges the fifth day to VR credits, and is called in to work a sixth day, will not be considered to have worked the fifth day and thus will not be entitled to premium rate payments on the sixth day. Similarly, VR credits earned, banked and charged after the payroll period in which they are earned are not counted in determining eligibility for overtime in the workweek in which they are charged. However, employees who work full-time at reduced salary and bank VR credits who, as the result of working and charging leave accruals other than VR credits, exceed their normal 37.5 or 40-hour workweek continue to be eligible for overtime compensatory time and paid overtime in that workweek as appropriate.

Sections 135.2(h) and (i) of Part 135 of the Budget Director's Overtime Rules are waived to the extent necessary to permit payment of overtime compensation to overtime-eligible employees who are participating in this Program.

10. ***Discontinuation or Suspension of VRWS Agreements***

Although VRWS agreements are for stated periods of time, they can be discontinued by mutual agreement at the end of any payroll period. VRWS agreements may be discontinued, at management's discretion, when an employee is promoted, transferred or reassigned within an agency, facility or institution, although VR credits must be carried forward on the employee's time record.

VRWS agreements may also be discontinued when an employee moves between agencies or between facilities or institutions within an agency. (See Provisions for Payment of Banked (Unused) VR Time in Exceptional Cases below.)

Employees who go on sick leave at half pay for 28 consecutive calendar days, who receive leave donation credits for 28 consecutive calendar days or who are absent because of a work-related injury or illness for 28 consecutive calendar days will have their VRWS agreement suspended and be returned to their normal full-time work schedule and pay base. For accidents occurring on or after July 1, 1993, employees covered under the Medical Evaluation Program will continue on VRWS until the first day they are placed on Workers' Compensation disability leave with percentage supplement at which time they will have their VRWS agreement suspended, and those who decline participation in the Medical Evaluation Program will have their VRWS agreement suspended the first day of leave without pay. Suspension of a VRWS agreement does not extend the agreement beyond its scheduled termination date. If the employee returns to work prior to the scheduled termination date of the VRWS agreement, the employee's participation in the VR agreement resumes and continues until the scheduled termination date, unless both parties agree to terminate the agreement.

11. ***Provisions for Payment of Banked (Unused) VR Time in Exceptional Cases***

The VRWS Program is intended to be a program that allows employees to voluntarily trade income for time off. The agreement for Program participation between the employee and management includes a plan for the use of VR time earned. Management must make every effort to ensure that VR time earned by an employee is used: (1) under the terms of the individual VRWS agreement, (2) before the September 30th liquidation date (see Section 3), (3) before the employee separates from State service, and (4) while the employee is on the job he/she was in when the VRWS Program agreement was made. If this is not possible, payment for banked (unused) VR time may be made in exceptional cases that fall under the following criteria:

- (a) Upon layoff, resignation from State service, termination, retirement or death, unused VR time will be paid at the then current straight time rate of pay.
- (b) Upon movement of an employee from one agency to another or between facilities or institutions within an agency, unused VR time will be paid at the then current straight time rate of pay by the agency or facility/institution in which the VR time was earned, unless the employee requests and the new agency or facility/institution accepts the transfer of the VR time on the employee's time card. The lump sum payment for VR balances upon movement to another agency or facility/institution will be made irrespective of whether or not the employee is granted a leave of absence from the agency where the VR time was earned. Payment will be made within two payroll periods following the move to the new agency/facility/institution.
- (c) VRWS ending balances must be segregated for each fiscal year. Employees who accumulate VR time in a fiscal year and who are unable to use the VR time due to management requirements predicated on workload by the September 30th following the end of the fiscal year in which the employee's individual agreement expires will be paid at the then current straight time rate of pay. Payment will be made within two payroll periods following the applicable September 30th liquidation date. Requests for payment in the exceptional cases specified in this subparagraph, as distinct from those specified in subparagraphs (a) and (b) above, should be directed to GOER Research Division--VRWS Program and will be decided on a case-by-case basis.

In all cases where payment for unused VR time is made, notification of payment must be sent to GOER Research Division —VRWS Program. Such notification must include date of payment, circumstances of payment, employee's name, title, number of hours in the employee's normal workweek (37.5 or 40), number of days of unused VR time, daily rate of pay, and gross dollar amount of payment. In addition, agencies must certify that they have not already used these savings for replacement staff in other programs or, if they have, identify another funding source for the payment.

12. ***Review of VRWS Denials***

a. Individual Requests

An employee whose request to participate in the VRWS Program has been denied shall have the right to request a written statement of the reason for the denial. Such written statement shall be provided within five working days of the request. Upon receipt of the written statement of the reason for the denial, the employee may request a review of the denial by the agency head or the designee of the agency head. Such requests for review must be made, and will be reviewed, in accordance with the following procedure:

- (1) Requests must be submitted by the employee or the employee's representative within 10 working days of receipt of the written statement or of the date when the written statement was due.
- (2) Requests must be submitted to the official who serves as the agency head's designee at Step 2 of the grievance procedure. Employees of facilities must concurrently provide a copy of such request to the facility head.
- (3) Such requests shall specify why the employee believes the written reasons for the denial are improper. The request must explain how the employee believes his/her work can be reorganized or reassigned so that his/her participation in the VRWS Program will not unduly interfere with the agency's program operations.
- (4) The designee of the agency head shall review the appeal and make a determination within 10 working days of receipt. The determination shall be sent to the employee and a copy shall be sent to the President of PEF. The determination shall be based on the record, except that the agency head's designee may hold a meeting with the employee and/or the employee's supervisors if the designee believes additional information or discussion is required to make a determination. If the employee believes that there are special circumstances that make a meeting appropriate, the employee may describe these circumstances in addition to providing the information specified in paragraph 3 above, and request that a review meeting be held. The agency head's designee shall consider such request in determining whether or not to hold a review meeting.
- (5) The determination of the agency head's designee shall not be subject to further appeal.

b. Facility-Wide or Agency-Wide Practices

When PEF alleges that an agency or a facility, or a sub-division thereof, has established a practice of routinely denying employee applications to participate, this matter shall be an appropriate subject for discussion in a labor/management committee at the appropriate level. Such labor/management discussions shall be held in accordance with the provisions of Article 24 of the State/PEF Agreement.

13. ***Exceptions***

The restrictions and limitations contained in these Program Guidelines may be waived by the Governor's Office of Employee Relations whenever that Office determines that strict adherence to the guidelines would be detrimental to the sound and orderly administration of State government.

Attachments

Appendix A – Voluntary Reduction in Work Schedule: Effect on Benefits and Status

APPENDIX A
VOLUNTARY REDUCTION IN WORK SCHEDULE:
Effect on Benefits and Status

Annual Leave – Prorate accruals based on the employee’s VRWS percentage.

Personal Leave – Prorate credits based on the employee’s VRWS percentage.

Sick Leave at Full Pay – Prorate accruals based on the employee’s VRWS percentage.

Holidays – There is no change in holiday benefit.

Sick Leave at Half Pay – There is no impact on eligibility or entitlement. Employees who go on sick leave at half pay for 28 consecutive calendar days will have their VRWS agreement suspended and be returned to their normal full-time work schedule and pay base.

Workers’ Compensation Benefits – There is no impact on eligibility for entitlement to workers’ compensation benefits pursuant to rule or contract. Following 28 consecutive calendar days of absence due to a work-related injury or illness, the VRWS agreement is suspended and the employee is returned to his/her normal full-time work schedule and pay base. At that point the employee receives workers’ compensation benefits based on the normal full-time salary and no longer earns VR credits. For accidents occurring on or after July 1, 1993, employees covered under the Medical Evaluation Program will continue on VRWS until the first day they are placed on workers’ compensation disability leave with percentage supplement at which time they will have their VRWS agreement suspended, and those who decline participation in the Medical Evaluation Program will have their VRWS agreement suspended the first day of leave without pay. Suspension of a VR agreement does not extend the agreement beyond its scheduled termination date. If an employee returns to work prior to the scheduled termination date of the VR agreement, the employee’s participation in the VRWS agreement resumes and continues until the scheduled termination date, unless both parties agree to terminate the agreement.

Leave Donation – Employees who are absent using donated leave credits for 28 consecutive calendar days will have their VRWS agreement suspended.

Military Leave – There is no impact on eligibility or entitlement.

Jury-Court Leave – There is no impact on eligibility or entitlements.

Paid Leave Balances on Time Card – There is no requirement that leave credits be exhausted prior to the beginning of the VRWS agreement. Vacation, sick leave, and holiday balances are carried forward without adjustment; the personal leave balance is prorated.

Shift Pay – Prorate based on VRWS percentage.

Inconvenience Pay – Prorate based on VRWS percentage.

Location Pay – Prorate based on VRWS percentage.

Geographic Pay – Prorate based on VRWS percentage.

Pre-Shift Briefing – Prorate based on VRWS percentage.

Standby Pay – There is no impact.

Salary – Normal gross salary earned is reduced by the percentage of voluntary reduction in work schedule. There is no effect on the base annual salary rate.

Payroll – The employee never leaves the payroll. An employee remains in full payroll status with partial pay for the duration of the agreement period and receives pay checks each pay period at the agreed upon temporarily reduced level.

Return to Normal Work Schedule – An employee will return to his/her normal full-time work schedule and pay basis upon completion of the VRWS agreement period.

Banked (Unused) VR Time Upon Return to Normal Work Schedule – VR time credits may be carried forward on the employee's time card after completion of the individual VRWS agreement period, but must be liquidated by the September 30th after the end of the fiscal year in which the employee's individual agreement expires. VRWS ending balances must be segregated for each fiscal year.

Banked (Unused) VR Time Upon Separation – Unused VR time credits will be paid at the straight time rate upon layoff, resignation from State service, termination, retirement or death.

Banked (Unused) VR Time Upon Promotion, Transfer or Reassignment Within an Agency or Within a Facility or Institution – Unused VR time credits are carried forward on the employee's time card when movement is within an appointing authority. Continuation of the VRWS agreement is at the discretion of management.

Banked (Unused) VR Time Upon Movement From One Agency to Another or Between Facilities or Institutions Within an Agency – Unused VR time credits will be paid at the straight time rate by the agency or facility/institution in which the VR time was earned, unless the employee requests and the new agency or facility/institution accepts the transfer of VR time on the employee's time card.

Health Insurance – There is no effect; the employee retains full coverage.

Dental Insurance – There is no effect; the employee retains full coverage.

Employee Benefit Fund – There is no effect.

Survivor's Benefit – There is no effect.

Retirement Benefit Earnings – Participation will reduce final average salary if the VRWS period is included in the three years of earnings used to calculate final average salary.

Retirement Service Credit – Prorate based on VRWS percentage.

Social Security – There is no change in the contribution rate, which is set by Federal Law and is applied to the salary that the employee is paid.

Unemployment Insurance – There is no change. The formula is set by statute.

Performance Advance or Increment Advance – The evaluation date is not changed. There is no change in eligibility.

Performance Award or Lump Sum Payment – There is no impact. There is no change in eligibility.

Longevity Increase – There is no change in eligibility.

Probationary Period – There is no effect. Scheduled non-work time under a VRWS agreement is not an absence for the purpose of extension of probationary periods.

Traineeship – There is no effect. Traineeships are not extended by scheduled non-work time under a VRWS agreement.

Layoff – There is no impact. The seniority date for layoff purposes is not changed.

Seniority – There is no impact. The employee never leaves the payroll. The seniority date is not changed; full seniority credit is earned.

Seniority for Promotion Examinations – There is no impact. VR time used shall be counted as time worked in determining seniority credits for promotion exams.

Eligibility for Promotion Examinations – There is no impact. VR time used shall be counted as time worked in determining eligibility for promotion exams.

Eligibility for Open Competitive Examinations – Prorate based on VRWS percentage; VR time used shall not be considered time worked for determining length of service for open competitive examinations.

Overtime Work – VR time used shall not be counted as time worked in determining eligibility for overtime payments at premium rates within a workweek.

APPENDIX V

ROSWELL PARK CANCER INSTITUTE

I. Application of the Agreement

This Appendix applies to all employees of the Roswell Park Cancer Institute (hereinafter RPCI) assigned to the Professional Scientific & Technical Services Unit (hereinafter PS&T Unit) as provided by Public Authorities Law Section 3558.

The provisions of the ~~2019-2023~~ 2023-2026 PS&T Unit Agreement between the Public Employees Federation and the State of New York (hereinafter "Agreement") and the benefits contained therein shall apply to PS&T Unit employees of RPCI, except as modified and/or as clarified herein.

The parties agree that nothing in this Appendix waives any right that either party may have pursuant to the Public Authorities Law Sections 3550-3573.

Article 7:

With respect to Article 7.13 the inconvenience pay program will be continued for RPCI employees on the same basis and in the same amount as available to other PS&T Unit members.

In addition, a Nurse 1, Nurse 2, or Clinical Nursing Supervisor, Clinical Research Nurse, Nurse II Per Diem, Nursing Staff Development Instructor, Ambulatory Nursing Supervisor, Nurse Administrator, or Case Manager who is regularly assigned or otherwise: (a) who is required to work an evening shift, four or more hours of which fall between 6 p.m. and 6 a.m., shall be paid a shift differential of not less than \$1.75 per hour times the total number of hours on the shift, for each shift worked; or (b) who is required to work a night shift, four or more hours of which fall between 6 p.m. and 6 a.m., shall be paid a shift differential of not less than \$2.00 per hour times the total number of hours on the shift, for each shift worked. When an employee works a schedule that crosses shifts, the shift differential for all hours worked shall be computed based on the hourly rate applicable to the majority of hours actually worked. In the event that the hours worked result in an equal number of hours in different shifts, the shift differential for all hours worked shall be computed at the higher of the applicable shift differential rates.

In addition, a Nurse 1, Nurse 2, Clinical Nursing Supervisor, Clinical Research Nurse, Nurse II Per Diem, Nursing Staff Development Instructor, Ambulatory Nursing Supervisor, Nurse Administrator, Case Manager, who is required to work a weekend shift, four or more hours of which fall between 11 p.m. Friday and 6 a.m. Monday, shall be paid the following weekend differentials: (a) for the day shift, four or more hours of which fall between 6 a.m. and 6 p.m., shall be paid a weekend differential of not less than \$1.50 per hour times the total number of hours on the shift, for each shift worked (b) for the evening shift, four or more hours of which fall between 6 p.m. and 6 a.m., shall be paid a weekend differential of not less than \$1.25 per hour times the total number of hours on the shift, for each shift worked, in addition to regular evening shift differential; or (c) is required to work a night shift, four or more hours of which fall between 6 p.m. and 6 a.m., shall be paid a weekend differential of not less than \$1.75 per hour times the total number of hours on the shift, for each shift worked, in addition to the regular night shift differential. Notwithstanding an employee's regular assignment, payment of the weekend differential to an employee shall be governed by the employee's actual hours that meet the eligibility conditions as stated above. When an employee works a weekend schedule that crosses shifts, the weekend differential for all hours worked shall be computed based on the hourly rate applicable to the majority of hours actually worked. In the event that the weekend hours worked result in an equal number of hours in different shifts, the weekend differential for all hours worked shall be computed at the higher of the applicable differential rates.

With respect to Article 7.14(b), in addition to the options enumerated in this section, RPCI employees, when first hired, may elect to receive compensatory time off in lieu of holiday pay. After making such election, all other aspects of Article 7.14(b) shall apply.

Article 12:

With respect to Article 12, RPCI service shall be counted as State service and State service shall be counted as RPCI service.

With respect to Article 12.1(d) substitute “RPCI” for “State.”

With respect to Article 12.5(b), substitute the following:

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 and RPCI service. Continuous State service for the purpose of this Section shall mean uninterrupted State and RPCI service, in pay status, as an employee. A leave of absence without pay, or a resignation followed by reinstatement or reemployment in State or RPCI service within one year following such resignation, shall not constitute an interruption of continuous State and/or RPCI service for the purpose 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 or RPCI service, shall not be counted in determining eligibility for additional vacation credits under this provision.

With respect to Article 12.15, RPCI employees shall be allowed a maximum of four (4) professional leave days per year subject to the provisions of Article 12.15.

With respect to Article 12.19, substitute “Rules and Regulations of the RPCI Merit Board effective on January 1, 1999” for “New York State Attendance Rules.”

With respect to the MOU on Leave Donation/Exchange Program, the benefit described in the MOU is available to RPCI employees. However, RPCI employees may only donate to and receive from other RPCI employees. RPCI employees are not eligible to donate to or receive from employees who work in agencies of the State of New York.

Article 13:

With respect to Article 13, substitute, “the State Insurance Fund or the appropriate carrier” for “the State Insurance Fund.”

Article 16:

In Article 16 substitute the “Merit Board or its designee” for the “Department of Civil Service.”

Article 17:

With respect to Article 17, the words “Director of Classification and Compensation” mean “RPCI Director of Classification and Compensation.”

With respect to Article 17.1, the last sentence shall be read as follows: “in accordance with the provisions of the Roswell Park Cancer Institute Corporation Act, RPCI Merit Board Rules and Regulations, and applicable Civil Service Law, Rules and Regulations.”

With respect to Article 17.3(a), the grievance shall be initially filed with the head of RPCI or a designee, with no simultaneous filing necessary.

Article 25:

With respect to the last sentence of Article 25.1, “pursuant to Section 3556(8) of the Public Authorities Law and applicable provisions of the Civil Service Law” shall be substituted for “pursuant to Section 80 or 80-a of the Civil Service Law.”

Article 31:

With respect to Article 31.1(a) and 31.1(b), delete the last sentence of both subsections.

Article 33:

With respect to Article 33.5(f)(6), in any cases involving Roswell Park Cancer Institute, the AAA must appoint the disciplinary arbitrator from a Select Panel of Arbitrators jointly agreed to by the State and PEF who shall be appointed to those cases on a rotating basis and shall serve for the term of this Agreement.

With respect to the Memorandum of Understanding Concerning Performance Evaluation and Advances, Section III (D)(1) and (2), substitute the following language:

D. Employees whose summary rating is below "Effective" shall be entitled to appeal such rating as described below:

1. To an appeals committee consisting of three persons, one each designated by RPCI and PEF and the third member by agreement of RPCI and PEF which shall render a final determination on the appeal. An appeal to the appeals committee must be submitted within 15 calendar days of the receipt of the evaluation.

II. RPCI Clinical Practice Plan

A. General

1. RPCI shall provide the office space, clinical support services and facilities for Plan members to perform the professional clinical practice of medicine or dentistry at no charge to the Plan or to Plan members.

2. The cost of the Plan's use of facilities at RPCI for the administrative operations of the Plan shall be considered Plan expenses and payable from Plan income.

3. Nothing contained in the Plan shall be construed to allow actions by the Plan which are inconsistent with the mission of RPCI and with the requirements of applicable statutes, rules or regulations.

4. Policies and procedures consistent with applicable statutes and the RPCI Clinical Practice Plan Regulations, which were adopted December 14, 1998 by the RPCI Board of Directors for the collection and disbursement of Plan income shall be established by the Plan's Governing Board. The Plan shall notify the RPCI CEO regarding any policies, procedures, fees and charges of the Plan in advance of their implementation. No policies and procedures proposed by the Board shall be implemented without the approval of the RPCI CEO.

5. The Plan shall coordinate the scheduling of services by Plan members through the RPCI CEO or his/her designee.

B. Governance

1. The Plan shall have a facility-based Governing Board, which shall consist of seven members. Two members shall be elected by simple majority vote from the membership of the Plan for a two-year term. Four members shall be appointed by the RPCI CEO from the membership of the Plan for a two-year renewable term. The RPCI CEO shall be the seventh voting member of the Board. Procedures for the election of members of the Board, which shall provide for secret ballots and equal voting rights for Plan members, except for associate members, shall be established by the RPCI CEO and the President of the Medical Staff.

2. The powers and duties of the Governing Board shall be to establish the administrative and financial direction of the Plan and to oversee the management of the Plan. This includes at least:

a. the development and promulgation of operating procedures for the orderly transaction of its functions including, but not limited to, quorums, officers, and meetings of the Board;

b. the duty to ensure that Plan income is maintained in separate accounts established by and for the Plan and not commingled with any other funds;

c. the provision of centralized billing and collection services for the Plan;

- d. the development of policies and procedures for the maintenance of the special funds required by the Plan;
- e. the development of policies and procedures to ensure proper accounting, auditing and reporting of the collection and disbursement of Plan income, consistent with Part F of this document.

C. Membership in the Plan

1. Employees of RPCI who perform the professional clinical practice of medicine or dentistry for which a fee is customarily paid (except for interns, residents or fellows) shall be members of the Plan and those members who work 50 percent time or more at RPCI shall have full voting rights in Practice Plan Governing Board elections.
2. Other RPCI employees who are licensed health professionals performing patient care services for which a fee is customarily paid may, at their request and, upon the approval of the Board after consultation with the Director of the Governor's Office of Employee Relations become Plan associate members without voting rights in Board elections. Notice of a final determination on any request by an employee for associate member status shall be provided to the President of PEF or his/her designee at the same time that notice is provided to the employee.
3. Practice Plan Membership shall be terminated "for cause" when a Practice Plan member's clinical privileges or medical staff membership have been suspended or terminated in writing by the CEO after an internal RPCI hearing, if requested, pursuant to the RPCI medical staff bylaws. Termination of clinical privileges or medical staff membership for any reason shall result in termination of Practice Plan membership.
4. Term appointments for Practice Plan members who are new employees in the PS&T Unit:
 - a. Any newly appointed employee within the PS&T Unit at RPCI eligible to be a member of the Practice Plan may, at the discretion of the RPCI CEO, be given a term appointment or consecutive term appointments up to, but not to exceed, a date 30 days prior to the maximum probation period for that position as provided pursuant to the Merit Board rules. During such term appointment(s), that employee may not be removed from employment at RPCI except as provided in Section 4.3(f)(6) of the RPCI Clinical Practice Plan Regulations, which were adopted December 14, 1998 by the RPCI Board of Directors.
 - b. This provision does not constitute a waiver of any of the rights of employees in the PS&T Unit under the Civil Service Law, the Roswell Park Cancer Institute Corporation Act or any rules and regulations promulgated pursuant to those laws.

D. Plan Income

1. Plan income is that derived from fee billing (clinical income) by the Plan for clinical services provided by Plan members and associate members at or through RPCI.
2. Income received from Health Research, Inc. as reimbursement to the Practice Plan for services performed by a member of the Practice Plan in conjunction with grants or contracts of Health Research, Inc. at RPCI ("grant revenue") shall be considered Plan income and shall be earmarked and applied to that member or associate member's annual compensation as determined by the CEO. In the event that not all of the earmarked grant funds are applied to the member's or associate member's annual compensation, the remainder shall be transferred to the RPCI CEO's Fund and shall be disbursed at the request of the member or associate member subject to a determination by the CEO that the disbursement requested is for the benefit of the academic and research programs at RPCI.
3. In no event shall individual Plan members or associate Plan members bill separately outside of the Plan for fees for professional services unless approved by the RPCI CEO and the Governing Board.
4. State base annual salary, royalties, prizes and awards for professional excellence, honoraria for lectures and income unrelated to patient care are not considered Plan income.

E. Compensation

Plan members shall be eligible to receive compensation from the Plan (subject to the availability of funds pursuant to Part G of this document) as follows:

1. **Base Salary and Supplement**

a. Plan members as defined in Part C.1 of this document shall receive the base salary specified by the State of New York for the grade level of the employee. In addition to State base annual salary, supplemental compensation may be given by the Plan to bring the member's compensation up to or equal to the 50th percentile of the compensation levels for full-time faculty (with MD degree adjusted for faculty rank) in the same or comparable professional discipline receiving base and supplemental salary components in the Northeast region of the United States as reported in the most recent edition of the American Association of Medical College's (AAMC) Report on Medical School Faculty Salaries.

b. Eligibility for and the amount of supplemental compensation above the base level shall be determined by the RPCI CEO at least once in each calendar year. In determining the total of the base salary and supplement the RPCI CEO shall also consult with the member's Chairperson, and the Senior Vice President for Clinical Affairs or designee and shall also consider job performance such as: (1) the extent and quality of clinical research, educational and administrative activities; (2) academic and scholarly productivity as measured by the quality of publications, success in obtaining peer reviewed grants and recognition by the scientific community outside of RPCI; (3) effectiveness of interactions with other Institute departments and disciplines that promote progress in areas of high priority to the Institute; (4) service on Institute committees, participation in community outreach and other professional services to the community; and (5) performance in leadership roles that foster the goals of the Institute.

Each member shall be provided with an annual written statement setting the allowable compensation that member may earn, including State base annual salary and supplement from Plan income.

c. Other RPCI employees who are Plan associate members, as defined in Section C (2) of this document, may receive, in addition to State base annual salary, Plan supplement sufficient, when added to the State base annual salary, to be competitive with salaries of persons performing the same or comparable patient care duties in Western New York State.

d. **Insufficient Plan Income.**

In the event Practice Plan income is insufficient to assure payments of the supplemental income to all members entitled to such payment, such supplemental compensation may be reduced in accordance with the provisions of Section 4.3(e)(iii) of the RPCI Clinical Practice Plan Regulations, which were adopted December 14, 1998 by the RPCI Board of Directors.

2. **Maximum Compensation**

a. Part C (1) Plan members will also be eligible for compensation to a maximum level which includes the base plus supplemental income. The maximum compensation for eligible Plan members shall not exceed the 80th percentile of the compensation levels for full-time faculty rank in the same or comparable professional discipline receiving base and supplemental components for the Northeastern Region of the United States as reported in the most recent edition of the AAMC Report on Medical School Faculty Salaries. In special circumstances relating to the recruitment or retention of employees, the RPCI CEO may exceed the 80th percentile as defined in this paragraph if in the CEO's judgment, the best interest of RPCI is served, but to the extent this compensation exceeds 275 percent of the maximum base annual salary paid by SUNY to members of its Practice Plan, it shall not result in the reduction to a supplement being paid to any Plan member under a current annual written statement issued under Section E.1.B.

b. Eligibility for and the amount of the maximum compensation shall be determined by the RPCI CEO at least once in each calendar year using the same criteria specified in Section E.1.B, and evaluation of external market considerations and other appropriate criteria. Particular emphasis may be placed on the quality and extent of clinical activities.

3. **Fringe Benefits**

a. The Governing Board of the Plan shall recommend fringe benefit policies which it determines are in the best interests of the Plan to be paid from Practice Plan income for approval by the Finance Committee of the Board of Directors of RPCI after consultation with the Director of the Governor's Office of Employee Relations. Plan members are also entitled to the fringe benefits provided by law, rule, regulation or the applicable collective bargaining agreement, except that Plan members may elect to join the SUNY optional retirement program under the conditions established by Public Health Law Article Section 206 (14) as amended in 1992.

b. Notice of any changes in fringe benefits available to Plan members to be paid from Plan income shall be provided to the President of PEF or ~~his/her~~ **their** designee at the same time notice is provided to Plan members.

F. Accounting, Auditing and Reporting Requirements

1. The Plan shall have a central billing and accounting system. The accounting system shall record transactions and develop financial reports involving the collection and disbursement of Plan income in accord with generally accepted accounting principles.

2. The Plan shall have a financial reporting system under which all accounts and financial reports shall be available in accordance with the Roswell Park Cancer Institute Corporation Act and applicable regulations.

3. The Plan shall provide each member with a quarterly report of the amounts billed as a result of the individual member's clinical practice.

4. The Plan shall be audited annually by an independent certified public accountant chosen by the Governing Board, to determine whether the operations of the Plan have been conducted in accordance with generally accepted accounting principles, to ensure the provisions of the Plan for the management and disbursement of Plan income have been followed and to ensure that supplementary guidelines for disbursement of clinical practice income have been followed.

5. The Governing Board shall make available for inspection a copy of the annual audit to each member of the Plan.

G. Plan Income Disbursement

Plan income shall be disbursed in the following priority order, subject to the availability of funds sufficient for each purpose:

1. Five percent of the gross clinical practice income collected by the Plan shall be deposited into a fund established by the Plan entitled "RPCI CEO's Fund." Disbursements from this fund shall be at the discretion of the RPCI CEO for the benefit of clinical, research and academic programs at RPCI.

2. Payment of administrative expenses of the Plan in accordance with the Plan's administrative budget to include but not limited to, where applicable, rent, equipment and supplies, telephones, the Plan's billing and collection services and other contractual services and the Plan's audit expenses.

3. Payments to members in accordance with Section E.1.A. and E.1.B. above and to associate members in accordance with Section E.1.C. above.

4. Payment to members in accordance with Section E.2.A. above. No such payments shall be made until the annual audit is complete.

5. Capital Costs of the Plan as established by the Governing Board of the Plan.

6. After payment of all costs listed above, the residual funds shall be deposited in the "RPCI Development Fund." The funds shall be used for academic development purposes, such as the purchase of professional journals, travel and research and teaching support, but not for salary supplementation, pursuant to a

list of bona fide uses of these funds developed by the Governing Board. No disbursements shall be made by the Plan from this fund until the fiscal year is closed and the annual audit is completed. Disbursement of such funds shall be at the discretion of the RPCI CEO (50 percent) and the Department chairpersons (50 percent); allocations among Department chairpersons shall be in proportion to the revenues generated by each of the Departments.

H. Grievance Procedures

1. Appeals of Disputed Salary Determinations

a. PS&T Unit Practice Plan members may appeal an unsatisfactory salary determination made pursuant to Part E of this side letter under the following procedure.

b. A three (3) member committee consisting of one (1) board member selected by the RPCI CEO, one (1) board member selected by the appellant and one (1) Practice Plan member physician mutually agreed upon by the RPCI CEO and the appellant, shall consider the appeal, submitted either orally or in writing, and make a written recommendation to the RPCI CEO. A copy of that recommendation will be provided to the appellant at the same time it is provided to the RPCI CEO.

c. The RPCI CEO shall, within 20 working days of receipt of the committee's recommendation, either accept or reject the recommendation and notify the committee and the appellant of ~~his/her~~ **their** decision.

d. A unanimous recommendation of this committee which is accepted by the RPCI CEO is final and may not be further appealed.

e. A unanimous recommendation which is rejected by the RPCI CEO or a recommendation of the committee which is not unanimous may be appealed, in writing, to the Finance Committee of the Roswell Park Cancer Institute Corporation Board of Directors. The written determination of the Finance Committee is not subject to the grievance and arbitration procedures of Article 34 of the State/PEF Agreement and will constitute the final determination.

2. Non-Salary Disputes

Non-salary disputes are subject to the non-contract grievance procedures and shall not be arbitrable.

III. Supplemental and Bonus Compensation

A. Supplemental and Bonus Compensation for Faculty Level Research Scientists:

1. Affiliate Members, Assistant Members, Associate Members, Members (hereinafter Members) and Facility Directors shall be eligible to receive supplemental compensation as follows:

a. In addition to base salary, Members and Facility Directors may receive supplemental compensation up to or equal to ~~50~~ **75** percent of the individual's base annual salary. **In rare instances where a greater amount is critical to the mission of RPCI, the CEO of RPCI may authorize a greater amount.** Such supplemental compensation shall be paid on a biweekly basis and included in the Member's and Facility Director's regular paycheck.

b. Eligibility for and the amount of supplemental compensation shall be determined by the RPCI CEO.

c. The RPCI CEO shall annually evaluate whether supplemental compensation shall be awarded, and if so, in what amount. The RPCI CEO shall consult with the Chairperson or Chairpersons if appropriate, and the Senior Vice President for Scientific Affairs, and shall consider one, some or all of the following factors:

- (i) the extent and quality of research, educational and administrative activities;
- (ii) grants received;
- (iii) academic and scholarly productivity as measured by quality of publications, success in obtaining peer-reviewed grants and recognition by the scientific community outside RPCI;
- (iv) effectiveness in promoting progress in areas of research that are of high priority to RPCI;
- (v) performance in leadership roles that advance the goals, purpose and mission of RPCI; and/or
- (vi) recruitment or retention needs.

d. Members and Facility Directors may appeal an unsatisfactory supplemental compensation determination under the following procedure:

(i) A three (3) Member committee consisting of one (1) Member selected by the RPCI CEO, one (1) Member selected by the appellant and one (1) Member mutually agreed upon by the RPCI CEO and the appellant, shall consider the appeal, submitted either orally or in writing, and make a written recommendation to the RPCI CEO. A copy of that recommendation will be provided to the appellant at the same time it is provided to the RPCI CEO.

(ii) The RPCI CEO shall, within 20 working days of receipt of the committee's recommendation, either accept or reject the recommendation and notify the committee and the appellant of ~~his/her~~ **their** decision.

(iii) A unanimous recommendation of this committee which is accepted by the RPCI CEO is final and may not be further appealed.

(iv) A unanimous recommendation which is rejected by the RPCI CEO or a recommendation of the committee which is not unanimous may be appealed to the Finance Committee of the Roswell Park Cancer Institute Corporation Board of Directors.

(v) The determination of the Finance Committee is not subject to the grievance and arbitration procedures of Article 34 of the State/PEF Agreement and will constitute the final determination.

2. Affiliate Members, Assistant Members, Associate Members, Members (hereinafter Members) and Facility Directors shall be eligible to receive bonus compensation as follows:

a. Bonus compensation for exceptional performance may not exceed 20 percent of any individual's base salary.

b. Eligibility for and the amount of bonus compensation shall be determined annually by the RPCI CEO and shall be based on:

- (i) exceptional research, academic or scholarly accomplishments; and/or,
- (ii) unusual success in obtaining grants and/or generating grant-based income.

c. The RPCI CEO shall consult with the Chairperson or Chairpersons if appropriate, and the Senior Vice President for Scientific Affairs in awarding bonus compensation.

3. Section III(A), regarding whether to grant supplemental or bonus compensation and/or the amount of the supplemental or bonus compensation, is not subject to the grievance and arbitration procedures of Article 34 of the State/PEF Agreement.

B. Recruitment Bonuses for RPCI PS&T Unit Members:

Where circumstances regarding recruitment or promotion of a particular employee or employees warrant, RPCI may offer a recruitment or promotion bonus, not to exceed 20 percent of base annual salary, which will be paid as a lump sum in addition to base salary within the first three months of employment or the

first three months of the promotion with RPCI. This Section B regarding recruitment or promotion bonuses shall not be subject to the grievance and arbitration procedures of Article 34 of the State/PEF Agreement.

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence
President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

During the negotiations of Appendix V to the 1999-2003 Agreement, a dispute arose between the parties as to the appropriate application of Article 25 to PS&T Unit members at RPCI. Specifically, the parties disagreed regarding whether employees hired after January 1, 1999 who bring prior continuous State service to RPCI are entitled to have such service counted for Article 25 seniority purposes.

So as to bring negotiations on the balance of Appendix V to conclusion, the parties have agreed to disagree on this issue and have further agreed that no position taken or proposal made by either party during these negotiations shall be raised against the other as an admission that either party agrees with the other party's interpretation of Article 25 and/or its appropriate application to RPCI employees hired after January 1, 1999.

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

June 4, 2021 **June 6, 2023**

Mr. Wayne Spence
President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

During the negotiation of the ~~2019-2023~~ **2023-2026** Agreement between the State of New York and the Public Employees Federation, the parties agreed that the Chief Executive Officer of Roswell Park Cancer Institute and the President of the Public Employees Federation, or their designees, may meet in labor/management in accordance with the provisions of Article 24, Labor/Management Committee Process, to:

- Discuss the eligibility of other clinical care titles to receive shift differentials and/or weekend differentials at the rate established in this Appendix, Section 1.
- Discuss the hourly rate of pay for shift differentials and/or weekend differentials established in this Appendix, Section 1.
- Discuss the issue of individual and team-based approaches to supplemental and bonus compensation.
- Discuss the issue of paying Registered Nurses in accordance with the “8 and 80” provision of Section 207(j) of the Fair Labor Standards Act (FLSA).

All recommendations for modifications and/or changes made through this labor/management process cited herein must be presented to the ~~Governor's~~ Office of Employee Relations and the President of the Public Employees Federation, or their designees, for their joint review and approval before implementation.

Sincerely,

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence
President
Public Employees Federation, AFL-CIO
1168-70 Troy-Schenectady Road
P.O. Box 12414
Albany, New York 12212-2414

Dear Mr. Spence:

Although the current insurance carrier for Workers' Compensation Benefits provided in Article 13 may be changed for Roswell Park Cancer Institute employees, the present Workers' Compensation Benefits provided in Article 13 shall continue for these employees.

The parties agree to meet as soon as practicable with representatives from Roswell Park Cancer Institute and the insurance carrier to ensure that the benefits provided by the insurance carrier are pursuant to the provisions of Article 13.

Sincerely,

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence
President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

During the negotiation of the ~~2019-2023~~ **2023-2026** Agreement between the State of New York and the Public Employees Federation, the parties agreed that the Chief Executive Officer of Roswell Park Cancer Institute and the President of the Public Employees Federation, or their designees, shall meet in local labor/management in accordance with the provisions of Article 24, Labor/Management Process as follows:

- 1) Meet, discuss, and attempt to reach agreement regarding the modification of the RPCI performance evaluation system as it applies to the scientific faculty. It is understood and agreed that the terms of such an agreement reached pursuant to the terms of this side letter may include modification of the Article 33 rights of affected scientific faculty members in exchange for good and sufficient consideration for these members as developed and agreed by the parties.
- 2) Meet, discuss and attempt to reach agreement regarding the need for, parameters of, amounts and implementation of a shift differential for Pharmacists and Medical Lab Technicians.
- 3) Meet, discuss and attempt to reach agreement regarding the implementation of a pilot program to pay Nurse Practitioners and Physician Assistants who work extra shifts beyond five in a pay week. The availability of any such additional shifts will be dependent upon the operational needs, and solely at the discretion of, the Institute. Should the parties successfully negotiate such a pilot program, it shall sunset at the conclusion of the ~~2019-2023~~ **2023-2026** State/PEF Agreement unless extended by mutual agreement of the parties.
- 4) Any proposed agreement reached by the parties with respect to the matters contained in paragraphs one, two or three above must be presented to the Governor's Office of Employee Relations and the President of the Public Employees Federation, or their designees, for their joint review and approval before implementation.
- 5) The parties agree to meet within 90 days of ratification of this agreement to begin work on these issues, and any agreements shall be implemented as soon as practicable.

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

APPENDIX VI

Redeployment Process and Procedures Article 22 Employment Security

A. REDEPLOYMENT PROCESS AND PROCEDURES

This process and procedure is developed to support the provisions of Article 22 regarding the redeployment of permanent employees impacted by the State's right to contract out for goods and services.

It is the State's intent to redeploy employees directly affected to the maximum extent possible in instances where the positions will be eliminated as a result of the contracting out for goods and services. All agencies will work cooperatively to ensure that every opportunity to redeploy is explored. Employees will be flexible in considering redeployment alternatives.

(1) General Redeployment Rules and Definitions

(A) Rules

1. (a) All permanent employees whose functions will be contracted out will be placed on a redeployment list with the employee's eligibility remaining in effect until the employee is redeployed, exercises his/her reemployment rights, or is separated pursuant to the provisions of Article 22.1. However, such list, established pursuant to the intended contracting out of the specific function, will expire when all employees on that list are either redeployed, exercise their reemployment rights, or are separated pursuant to Article 22.1. In the event that not all employees in an affected title in a layoff unit must be redeployed, eligibility for retention shall be based on seniority as defined in Section 80 and 80-a of the Civil Service Law, except that employees in such affected titles may voluntarily elect to be redeployed. In the event that more employees elect redeployment than can be accommodated, eligibility for redeployment shall be in order of seniority as defined in Section 80 and 80-a of this law. The names of persons on a redeployment list shall be certified for redeployment in order of seniority.

(b) Should an employee not be redeployed prior to separation, that employee shall continue on a redeployment list after separation for a period not to exceed six months or until the employee is redeployed or exercises his/her reemployment rights. A redeployment list comprised of separated employees shall be certified to positions occupied by non-permanent employees pursuant to Civil Service procedures, prior to the certification of other reemployment lists.

It is anticipated that, based on Civil Service practice, redeployment lists will be certified against non-permanent appointees within 30-45 days of separation.

2. Redeployment under the terms of Article 22 shall not be used for disciplinary reasons.

3. The State shall make its best efforts to arrange with other non-executive branch agencies, authorities and other governmental entities to place the affected permanent employee should redeployment in the classified service not be possible.

4. Agencies with authority to fill vacancies will be required to use the redeployment list provided by the Department of Civil Service to fill vacancies. A vacancy in any State department or agency shall not be filled by any other means, except by redeployment, until authorized by the Department of Civil Service.

5. Employees offered redeployment shall have at least five (5) working days to accept or decline the offer.

6. Full-time employees will be redeployed to full-time assignments and part-time employees will be redeployed to part-time assignments, unless the employee volunteers otherwise.

7. Redeployment opportunities within the PS&T Unit shall first be offered to affected employees in the PS&T Unit. Exceptions to this section may be agreed to by the Employment Security Committee.

8. There shall be the following types of redeployment:

(a) Primary redeployment shall mean redeployment to the employee's current title or a title determined by the Department of Civil Service to have substantially equivalent tests, qualifications or duties. Comparability determinations shall be as broad as possible and will include consideration of the professional licenses or educational degrees required of the incumbents of the positions to be contracted out.

(b) Secondary redeployment shall be to a title for which the employee qualifies by virtue of his/her own background and qualifications. Participation shall not be mandatory for either party. If an individual employee is interested in secondary redeployment, the State shall work with that employee to identify suitable available positions and arrange for placements. Should the Department of Civil Service determine that an employee can be certified for appointment to a particular job title, such employee shall be placed on the appropriate reemployment roster immediately upon such determination. Appointments from such reemployment rosters shall be governed by Civil Service Law. The State shall make its best efforts to identify suitable available positions and arrange for placements. Secondary redeployment shall not be considered until primary redeployment alternatives are fully explored.

(c) Employees not successfully redeployed through their primary and secondary redeployment options may be temporarily appointed to positions in which they are expected to be qualified for permanent appointment within nine (9) months. At the discretion of the appointing authority and the Department of Civil Service, this period may extend to one year. Participation shall not be mandatory for either party.

When the employee completes the necessary qualification(s) for the position, such employee shall be permanently appointed to the position pursuant to Civil Service Law, Rules and Regulations.

If the employee fails to complete the required qualification(s) for the position, fails the required probation, or is otherwise not appointable, the employee's transition benefits shall be subject to the provisions of subsection 14(d) below.

In the event an employee completes the qualification(s) but is unappointable because of the existence of a reemployment list, that employee shall be placed on the reemployment roster for the title in question.

If the trainee employee is appointed pursuant to the foregoing to a higher level position, the employee shall retain his/her present salary while in a trainee capacity.

If the trainee employee is appointed pursuant to the foregoing to a lower level position, a trainee salary rate appropriate to the new position will be determined at the time of appointment.

(d) Employees who are redeployed to comparable titles or through secondary redeployment in a lower salary grade shall be placed on reemployment lists.

9. Agencies with employees to be redeployed shall notify the Department of Civil Service of the name, title and date of appointment of affected employees at least 90 days prior to the effective date of the contract for goods and services which makes redeployment necessary. If more than 90 days notice is possible, such notice shall be provided. Agencies shall be responsible for managing the redeployment effort in conjunction with the Department of Civil Service. Employees to be redeployed shall be notified by their agency at the same time as the agency notifies the Department of Civil Service.

10. Primary redeployment to current or comparable titles shall be accomplished without loss to the redeployed employee of compensation, seniority or benefits (except as benefits other than base salary are affected by new bargaining unit designations). Future increases in compensation of employees redeployed to comparable titles shall be determined by the position to which the employee is redeployed. Subsequently negotiated salary increases shall not permit an employee to exceed the job rate of the new position.

11. Salary upon secondary redeployment shall be that appropriate for the salary grade to which the employee is redeployed, as calculated by the Office of the State Comptroller and/or the Director of Classification and Compensation, as appropriate.

12. An employee may elect redeployment to any county in New York State, but the employee may not decline primary redeployment in his/her county of residence, or county of current work location. Such declination will result in separation without the transition benefits of Article 22.1(b) of the Agreement.

13. Any fees required by the Agency or the Department of Civil Service upon the redeployment of an employee shall be waived. Redeployed employees who qualify for moving expenses under the State Finance Law, Section 202, 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 of Rules and Regulations, Part 155).

14. Probation

(a) Permanent non-probationers redeployed to positions in their own title or to titles for which they would not be required to serve a probationary period under applicable Civil Service Law and Rules shall not be subject to further probation.

(b) Probationers redeployed to positions in their own title shall serve the balance of their probationary period in the new agency.

(c) Employees redeployed to comparable titles for which they would be required to serve a probationary period under applicable Civil Service Law and Rules or under secondary redeployment shall be subject to a probationary period in accordance with the Rules for the Classified Service.

(d) Employees who fail probation shall be eligible for layoff and preferred list rights in their original titles. Additionally, such employees who fail probation shall have an opportunity to select either the transition benefit of an Educational Stipend as set forth in Appendix VI(B), or the Severance Option as provided for in Appendix VI(C). The value of the salary earned during the redeployed employee's probation (or in connection with 8(c) above) shall be subtracted from the value of the transition benefit, VI(B) or VI(C), chosen by the employee.

(B) Definitions

1. "Seniority" shall be determined by Section 80 and Section 80-a of the Civil Service Law.

2. In the event that two or more employees have the same seniority date, the employee with the earliest seniority date in an affected title shall be deemed to have the greater seniority. Further tie breaking procedures shall be developed by the Committee and applied consistently.

B. EDUCATION STIPEND

(1) Eligibility

a. The Education Stipend shall solely apply to permanent employees who are eligible as per Article 22.1, who have agreed to accept the terms as set forth herein and have been notified of their acceptance by the State.

b. Employees who have exercised one of the options described in Section 22.1(b)(ii), (iii) of the Agreement and related Appendices shall be ineligible for the Education Stipend set forth herein.

(2) Stipend

An employee may elect to receive an Education Stipend for full tuition and fees at an educational institution or organization of the employee's choosing to pursue course work or training offered by such institution or organization provided, however, that the employee meets the entrance and/or course enrollment requirements. The maximum stipend cannot exceed the one year (two semesters) SUNY tuition maximum for Resident Graduate Students. Such tuition will be paid by the State directly to the institution in which the employee is pursuing course work, subject to certification of payment by the agency of the employee's training plan.

(3) Health Insurance

A permanent affected employee who elects the Education Stipend and is separated 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 separation or until reemployment by the State or employment by another employer, whichever occurs first.

C. SEVERANCE OPTION

(1) Definitions

a. The terms "affected employee" and "affected employees" shall refer to those employees of the State of New York who are represented by the Public Employees Federation and who are subject to redeployment pursuant to provisions of Article 22.1, unless otherwise indicated herein.

b. The term "Service" shall mean an employee's State service as would be determined by the retirement system, regardless of jurisdictional class or civil service status. If the State can verify an employee's claim that his/her "State service," as determined by the New York State Employee Retirement System, is not complete because the employee was not a member of the New York State Employee Retirement System, the employee shall have that verifiable service credit added to the New York State Employee Retirement System "service" determination for purposes of establishing their severance pay entitlement.

(2) Eligibility

a. The severance benefits provided by this Severance Option shall apply solely to permanent employees who are eligible pursuant to Article 22.1, and

b. who have agreed to accept the terms as set forth herein; have been notified of their acceptance by the State; have executed a Severance Agreement; and are subject further to the limitations set forth in (2)c. below.

c. Employees who have declined a primary redeployment opportunity in county of residence, or county of work location or exercise one of the options described in 22.1(b)(i) or (iii) shall be ineligible for the severance benefits set forth in this Severance Option.

(3) Payment Schedule

a. Other than those covered under b. below, all affected employees with at least six (6) months, but less than one year of service are eligible to receive \$2,000 or two weeks' base pay, whichever is greater.

Each additional year of service will result in a \$600 increase per year to a maximum of \$15,000.

However, employees in the following categories will receive the amount specified below if that amount exceeds that which would be otherwise payable.

One (1) year of service, but less than three (3) years of service	Four (4) weeks of Base Pay
Three (3) years of service, but less than five (5) years of service	Six (6) weeks of Base Pay
Five (5) years of service, but less than ten (10) years of service	Eight (8) weeks of Base Pay
Ten (10) years of service, but less than fifteen (15) years of service	Ten (10) weeks of Base Pay
Fifteen (15) years of service, but less than twenty (20) years of service	Twelve (12) weeks of Base Pay
Twenty (20) or more years of service	Fourteen (14) weeks of Base Pay

b. Affected employees 50 years of age or over may choose the schedule in a. above or the following at their option:

- Employees with ten (10) years of service, but less than fifteen (15) are eligible to receive 20 percent of base annual salary;
- Employees with fifteen (15) years of service, but less than twenty (20) are eligible to receive 30 percent of base annual salary;
- Employees with twenty (20) years of service, but less than twenty-five (25) are eligible to receive 40 percent of base annual salary;
- Employees with twenty-five (25) years of service or more are eligible to receive 50 percent of base annual salary.

(4) Payment Conditions

a. All payments made to affected employees under the Severance Option shall be reduced by such amounts as are required to be withheld with respect thereto under all federal, state and local tax laws and regulations and any other applicable laws and regulations. In addition, the severance payment made pursuant to Section 3 of this Severance Option shall not be considered as part of salary or wages for the purposes of determining State and member pension contributions and for the purposes of computing all benefits administered by the New York State Employees Retirement System.

b. All payments made to affected employees under this Severance Option are considered to be one-time payments and shall not be pensionable. Each affected employee must execute a Severance Agreement (attached hereto) prior to separation from State service in order to be eligible to receive said payment.

c. In no event shall an affected employee who returns to State service receive severance pay in an amount that would exceed that which he or she would otherwise have received as base annual salary during the period of separation from State service. Should the severance pay exceed the amount of base annual pay otherwise earned during the period of separation from State service, said employee shall repay the difference pursuant to the following rules:

i. Any affected employee who resumes State service shall repay such excess payments received within one (1) year of the employee's return to payroll, by payroll deductions in equal amounts.

ii. Nothing in this Section (4) c. shall affect the State's right to recover the full amount of the monetary severance payment by other lawful means if it has not recovered the full amount by payroll deduction within the timelines herein.

(5) Health Insurance

A permanent affected employee who elects the Severance Option and is separated shall continue to be covered under the State Health Insurance Plan at the same contribution rate as an active employee for one (1) year following such separation or until reemployment by the State or employment by another employer, whichever occurs first.

(6) Savings Clause

If any provision of this Severance Option is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific provision or part thereof specified in such decision shall be of no force and effect, but the remainder of this Severance Option shall continue in full force and effect.

D. GRIEVABILITY AND DISPUTE RESOLUTION

(1) The application of terms of the Appendix shall be grievable only up to Step Three of the provisions of Article 34 (Grievance and Arbitration Procedure).

(2) Disputes raised to the Step Three level will be reviewed by the Employment Security Committee for attempted resolution. If a decision must eventually be rendered and no resolution is agreed to, the decision shall be issued pursuant to the procedures outlined in Article 34.1(b).

SEVERANCE AGREEMENT

I hereby apply for the severance benefits as described in the Severance Option (Appendix VI(C) to the ~~2019-2023~~2023-2026 Collective Bargaining Agreement) and agree to accept such benefits if my application is approved by the State of New York. I understand that the State of New York shall approve applications of all employees who are eligible to apply for such benefits pursuant to the provisions of Article 22.1 of the ~~2019-2023~~2023-2026 Collective Bargaining Agreement.

I understand that by accepting these severance benefits, I agree to be bound by the terms and conditions set forth in Appendix VI(C), which is incorporated herein by reference. These terms and conditions include the following:

I understand that I shall not be required to make any payment on account of the monetary severance payment and/or any other benefits I receive pursuant to this agreement into any Retirement or Pension System or Plan of which I am or may become a member, nor shall any such payment be permitted.

I understand that the State of New York shall not be required to make any contribution or payment into any Retirement or Pension System or Plan of which I am or may hereafter become a member based upon the monetary severance payment, and/or any other benefits I receive pursuant to this agreement.

I understand that any monetary severance payment and/or other benefits paid to me pursuant to this agreement shall not be considered in computing the amount of benefits or allowances to which I or my beneficiaries or heirs may be entitled under any Retirement or Pension System or Plan of which I am or may hereafter become a member.

I understand that, in exchange for my agreement to all the terms and conditions set forth in Appendix VI(C), the State will do the following:

The State will pay me a monetary severance payment in the amount determined in accordance with my length of service, as described in Appendix VI(C).

This written agreement, including Appendix VI(C) referenced herein, contains all the terms and conditions agreed upon by the parties. In the event that the terms of this agreement conflict with the ~~2019-2023~~2023-2026 Collective Bargaining Agreement between the State and the Public Employees Federation, the terms of the ~~2019-2023~~2023-2026 Collective Bargaining Agreement shall prevail.

I accept the severance benefits as described in Appendix VI(C) to the ~~2019-2023~~2023-2026 Collective Bargaining Agreement between the Public Employees Federation and the State of New York.

Please print:

Employee's Name

Employee's Social Security No.

Employee's Agency

Employee's Civil Service Title

Signed

Date

Sworn to before me this
_____ day of _____, 20____

Notary Public

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence
President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

When contracting out for services currently performed by employees represented by the Public Employees Federation (PEF) is under consideration, and may result in position abolition, the process outlined herein shall be followed in order to inform PEF and allow for full discussion of alternatives.

Where the State determines that contracting out for services currently performed by PEF-represented employees may be plausible, the State, through the Governor's Office of Employee Relations, shall notify PEF by personal delivery or Certified Mail, Return Receipt Requested.

A copy of the specifications which may appear in an ultimate Request for Proposal shall be provided with the notification, or as soon as possible thereafter, however, such specifications shall be provided no later than 90 days prior to an award of any contract. PEF shall have 10 calendar days to request to meet and confer on the State's intent. Such meeting and discussion must be conducted within 15 calendar days of receipt of PEF's request.

In addition to bid specifications, during the period the parties are meeting, PEF shall be provided with descriptions of goods or services proposed to be provided by vendors or providers, the estimated anticipated cost of the contract and the estimated cost of doing the work in-house, and the resulting Request for Proposal.

PEF shall have the opportunity to provide written alternatives to the proposed contracting out. Should PEF choose to use this opportunity, alternatives must be provided to the State, in writing, within 45 calendar days of the commencement of discussion in order to have the alternatives considered.

If the written alternatives presented by PEF are rejected, PEF must be apprised of the reasons in writing, within 10 calendar days of receipt. If the written alternatives presented by PEF are accepted, and such action affects terms and conditions of employment, the State and PEF through the Governor's Office of Employee Relations shall develop a Memorandum of Understanding that can override contrary existing Collective Bargaining Agreement provisions in order to make the alternatives acceptable.

Sincerely,

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence, President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will continue and confirm our understanding in connection with redeployment activities pursuant to Article 22 and Appendix VI (A) of the 1995-1999 State/PEF Agreement.

In the event of a hiring freeze, should the State proceed with contracting out initiatives, the State will exempt the filling of vacancies by redeployment of affected employees from such hiring freeze in order to facilitate placement.

Sincerely,

For the State:

For PEF:

Michael Volforte
Director
~~Governor's~~ Office of Employee Relations

Wayne Spence
President
Public Employees Federation

~~June 4, 2021~~ **June 6, 2023**

Mr. Wayne Spence
President
Public Employees Federation, AFL-CIO

Dear Mr. Spence:

This will continue and confirm the understanding reached during negotiations of the 1995-1999 State/PEF Agreement regarding transition benefit (iii) of Article 22.1(b)-preferential employment with the contractor.

In an effort to create possible placement opportunities with the contractor, the State will include as part of the request for proposal a requirement that the contractor give preferential consideration to affected employees for positions with the contractor, if available.

The contracting agency shall be responsible for making affected employees aware of job opportunities with the contractor which could include providing names of interested employees to the contractor, arranging interviews, and otherwise provide information and assistance regarding contractor hiring, until such time as either the affected employees have gained employment with either the State or the contractor or have selected and received a transition benefit from Article 22.1(b).

Pursuant to Section 4-a of Chapter 315 of the Laws of 1995, employees may exercise their option to accept preferential employment with the contractor without violating the revolving door provisions of the State Ethics Law.

In addition, while transition benefit (iii) of Article 22.1(b) is intended as a benefit available prior to layoff to avoid any break in employment, the parties recognize that job offers might be extended by the contractor to affected employees at some point after their layoff from State service, and after their receipt of either transition benefit (i) or (ii). In such circumstances, affected employees may accept such job offers and will be covered by the provisions of Section 4-a of Chapter 315 of the Laws of 1995.

Sincerely,

For the State:

For PEF:

Michael Volforte
Director
Governor's Office of Employee Relations

Wayne Spence
President
Public Employees Federation

Appendix VII

Empire Plan Protections to Ensure Network Access

This Appendix reflects the access protections in place as of the date of this Agreement and may be updated during the term of the Agreement due to changes in laws, rules, regulations, and other mandates. Please refer to the *Empire Plan Certificate of Insurance* for the most current access protections.

Medical and Specialty Services

Network benefits are guaranteed within the specified mileage standards for the following primary care and core specialties:

- Primary Care: Family Practice, General Practice, Internal Medicine, Pediatrics, Obstetrics/Gynecology
- Specialists: Allergy, Anesthesia, Cardiology, Dermatology, Emergency Medicine, Gastroenterology, General Surgery, Hematology/Oncology, Neurology, Ophthalmology, Orthopedic Surgery, Otolaryngology, Pulmonary Medicine, Radiology, Rheumatology, Urology

Reasonable distance from the enrollee's residence is defined by the following mileage standards:

Urban: Primary Care 8 miles Specialist 15 miles

Suburban: Primary Care 15 miles Specialist 25 miles

Rural: Primary Care 25 miles Specialist 50 miles

Guaranteed Access Medical and Specialty Services

Guaranteed access was negotiated by PEF commencing in 2012 for Empire Plan primary members. See Section 9.2

The Empire Plan will guarantee access to network benefits for covered services provided by primary care physicians and specialists (listed above) in New York State and counties in Connecticut, Massachusetts, New Jersey, Pennsylvania and Vermont that share a border with the State of New York when there are no participating providers within a reasonable distance from the enrollee's residence.

To receive network benefits, enrollees must call the Empire Plan Medical/Surgical Program at 1-877- 769-7447 prior to receiving services and use one of the providers approved by the Program. You will be responsible for contacting the Provider to arrange care. Appointments are subject to Provider's availability and the Program does not guarantee that a Provider will be available in a specified time. Guaranteed access applies when The Empire Plan is Your primary health insurance coverage (pays benefits first, before any other group plan or Medicare), the enrollee lives in New York State or bordering counties in Connecticut, Massachusetts, New Jersey, Pennsylvania and

Vermont and there is not an Empire Plan Participating Provider within a reasonable distance from the enrollee's residence.

New York State Out-of-Network Referral Mandate

Under NYS Law, the Empire Plan must provide access to primary care and specialty providers if services are not available within a 30-mile radius or 30-minute travel time from your home address. This requirement applies to Empire Plan primary enrollees residing within the United States. Contact the appropriate Empire Plan administrator if you require access to a certain provider.

The Empire Plan must provide access to primary care providers within the following time and distance standards:

- Metropolitan Areas: 30 minutes by public transportation.
- Non-Metropolitan Areas: 30 minutes or 30 miles by public transportation or by car.
- In rural areas, transportation may exceed these standards if justified.

Out-of-Network Referrals

Under NYS law, if the Empire Plan network does not have an in-network provider within the time and distance standards above who has the appropriate level of training and experience to treat a condition, you have the right to request an out-of-network referral to a qualified provider. You or your provider must first request approval from the appropriate Plan administrator to receive consideration for the service to be paid at an in-network level.

If the Plan approves the request, you must use the approved out-of-network provider. Covered services will be paid at the in-network benefit level, with any applicable network copayment owed.

If the Plan denies the request, benefits for covered services are available under out-of-network benefit provisions, subject to deductible and coinsurance. The enrollee and the enrollee's referring provider can file an external appeal through the NYS Department of Financial Services (DFS).

Surprise Bills

Provisions of state and federal law protect patients from being responsible for healthcare charges that may have been provided and were not in the patient's control. Under these laws, the patient's out-of-pocket responsibility may be limited to the network out-of-pocket charges for any bill deemed to be a surprise bill.

Surprise Bills anywhere in the United States/U.S. Territories

When you receive healthcare services from a non-participating doctor, the bill you receive for those services will be considered a surprise bill if:

- **You received services at an in-network hospital or ambulatory surgical center and a participating health care professional was not available**
- **A non-participating health care professional provided services without your consent in an in-network facility, and you did not sign a consent form with the nonparticipating health care professional agreeing to be financially responsible beyond your network copayment.**

Surprise Bill within New York State

When you receive healthcare services from a non-participating health care professional, the bill you receive for those services will be considered a surprise bill if:

- **A participating health care professional sends a specimen taken from the patient in the office to a nonparticipating laboratory or pathologist without your consent.**
- **Unforeseen medical circumstances arose at the time the healthcare services were provided.**
- **A nonparticipating healthcare professional provided services without your consent.**

Network Benefits at a Non-Network Hospital/Facility

Network benefits will be approved at a non-network hospital/facility:

- **When no network facility is available within 30 miles of your residence.**
- **When no network facility within 30 miles of your residence can provide the covered services you require.**
- **When the admission is deemed an emergency or urgent inpatient or outpatient service.**
- **When care is received outside the United States.**
- **When another plan, including Medicare, is providing primary coverage.**

Network Benefits through the Home Care Advocacy Program

The Empire Plan's Home Care Advocacy Program provides home care services, certain durable medical equipment, and medical supplies. You must call HCAP to arrange for services and use an HCAP approved provider to receive paid in full benefits under network coverage. Call the Empire Plan at 1- 877-769-7447 and choose the Medical/Surgical Program, then choose the option for the Home Care Advocacy Program,

Guaranteed Access – Chiropractic Treatment, Physical Therapy and Occupational Therapy

You are guaranteed that network benefits will be available to you under the Managed Physical Medicine Program.

Should a member not be able to find an in-network provider within a reasonable distance from their home, they should contact the Empire Plan's Managed Physical Medicine Program to request in- network level of benefits. Call the Empire Plan at 1- 877-769-7447 and choose the Medical/Surgical Program.

MPMP will make arrangements for you to receive medically necessary chiropractic treatment, physical therapy, or occupational therapy, and you will pay only your

applicable copayment for each visit. But you must call first and you must use the provider with whom MPMP has arranged your care.

You must follow program requirements if you seek treatment anywhere in the United States, including Alaska and Hawaii,

For your reference, the current MPMP network of providers at minimum includes:

Urban: 1 network provider within 3 miles

Suburban: 1 network provider within 15 miles

Rural: 1 network provider within 40 miles

Guaranteed Access - Mental Health and Substance Use

The Empire Plan's Clinical Referral Line (CRL) provides guaranteed access under the Empire Plan's Mental Health and Substance Use Program (MHSU) when a network provider is not available for treatment of mental health or substance use disorder.

If you cannot locate a network provider in your area, contact the Clinical Referral Line (CRL) for an out- of-network referral. The CRL is available 24 hours a day, 7 days a week by calling 1-877-769-7447, select the option for the Mental Health and Substance Use Program and then choose Clinical Referral Line. If the referral is approved, the claim will be processed as an in-network claim.

For your reference, the current MHSU network of providers at minimum includes:

Urban: 1 network practitioner within 3 miles

1 network facility within 5 miles

Suburban: 1 network practitioner within 15 miles

1 network facility within 15 miles

Rural: 1 network practitioner within 40 miles

1 network facility within 40 miles

