



2023-2026 PS&T Unit Tentative Agreement

GAINS and TRADE OFFS

Article	Gains	Trade Offs
Article 4 - Employee Organizational Rights	<ul style="list-style-type: none"> • The State must provide PEF with notice of onboarding sessions involving at least 3 new PS&T employees. At each such session, PEF will have a minimum of 30 minutes to present. Article 4.5(d). • Up to two days per week of unused Convention days may be used by Regional Coordinators. Article 4.7(b)(1). • Pilot program that allowed unused PEF Convention days to be used for other EOL purposes is continued and sunset was eliminated. 4.7(b)(1). 	<ul style="list-style-type: none"> • Requests for EOL for grievance representatives shall include the location for the grievance representative. Agency EOL forms may include EOL for grievance representation and these forms may be used by supervisors to make a determination on the EOL request and are limited to the information specified in the CBA. Article 4.7(f)(2).
Article 4 - Employee Organizational Rights	<p>Note: These changes represent neither a gain nor a tradeoff.</p> <ul style="list-style-type: none"> • PEF list to OER of PEF committee members shall also include Regional Coordinators. Article 4.7(a). • EOL request forms and responses may be gathered by each agency Director of Human Resources and shall be given to OER and PEF on a quarterly basis. Article 4.7(f)(2). • The parties will discuss and create by mutual agreement an electronic system for requests and approvals of EOL leave, which both PEF and the State will be able to access. Will not be implemented unless both sides agree. Article 4.7(f). • Acknowledgement that nothing in Article 4 shall be considered a diminishment of rights under the Taylor Law for either PEF or the State. Article 4.10. 	
Article 7 - Compensation	<p><u>Salary Increases (Articles 7.1 - 7.6)</u></p> <ul style="list-style-type: none"> • 3% base salary increase retroactive to April 2023. • 3% base salary increase April 2024. • 3% base salary increase April 2025. <p><u>Signing Bonus (Article 7.7)</u></p> <ul style="list-style-type: none"> • Signing bonus of \$3,000 to all eligible members (pro-rated for those members in part-time status or paid on other than an annual basis) effective October 2023. Article 7.7 <p><u>Higher Education Differential (Article 7.8)</u></p> <ul style="list-style-type: none"> • Members in the PS&T Unit who have an Associate degree, Bachelor's degree, Master's Degree, Doctorate or professional license issued by SED will receive two \$600 payments (prorated for part-time employees and those paid on other than an annual salaried basis); the first in fiscal year 2024-2025 and the second in fiscal year 2025-2026. Proof of the above-referenced degrees or license is required. 	<ul style="list-style-type: none"> • The one-time Nurse Uniform Maintenance Allowance of \$500.00 was not continued.

Article	Gains	Trade Offs
	<p><u>New Performance Award (Longevity) Structure (2025-2026) (Article 7.12)</u></p> <ul style="list-style-type: none"> • The current performance award system based on 5, 10 or 15-years at top of grade will continue to be utilized in 2023-2024 and 2024-2025. • For 2025-2026, a new system based on years of continuous State service will be implemented. <ul style="list-style-type: none"> -- Twelve years of State service (\$1,500) -- Seventeen years of State service (\$1,500) -- Twenty-two years of State service (\$1,500) • No one who received a performance award in 2024-2025 will lose it as a result of the change in eligibility status from years at top of grade to years of continuous State service. <p><u>Location Pay</u> Downstate Adjustment: Current adjustment of \$3,026 is increased to \$3,087 effective April 2, 2023, \$3,400 effective April 1, 2024, and \$4,000 effective April 1, 2025.</p> <p>Mid-Hudson Adjustment: Current adjustment of \$1,513 is increased to \$1,543 effective April 2, 2023, \$1,650 effective April 1, 2024, and \$2,000 effective April 1, 2025.</p> <p><u>Hazardous Duty Pay</u> Current payment of \$.75 per hour is increased to \$.90 per hour effective April 2, 2023 and \$1.00 per hour effective April 2, 2024.</p>	

Article	Gains	Trade Offs
Articles 9,10,14,15, 18, 27 - Funding for Joint Committees and Article 27	<p>Funding for the following Contract Committees is set to increase in each Fiscal Year of the Agreement as follows:</p> <ul style="list-style-type: none"> • Art. 9 – JCHB \$615,473 in 2023-2024 \$633,938 in 2024-2025 \$652,956 in 2025-2026 Sunset eliminated. • Art. 10 – Work-Life Services Programs \$2,844,222 in 2023-2024 \$2,929,529 in 2024-2025 \$3,017,436 in 2025-2026 Sunset eliminated. • Art. 14 – PDQWL \$652,401 in 2023-2024 \$671,973 in 2024-2025 \$692,132 in 2025-2026 Sunset eliminated. • Art. 15 – Professional Development \$9,932,745 in 2023-2024 \$10,230,727 in 2024-2025 \$10,537,649 in 2025-2026 Sunset eliminated. • Art. 18 – H&S \$ 846,890 in 2023-2024 \$872,297 in 2024-2025 \$898,466 in 2025-2026 Sunset of eliminated. • Art. 27 – Prop. Dam. \$24,981 in 2023-2024 \$25,730 in 2024-2025 \$26,502 in 2025-2026 	

Article 9 Health Benefits		
Gains	Trade Offs	Neutral
<ul style="list-style-type: none"> • Dependents will be eligible for Dental/ Vision benefits up to age 26 – regardless of student status. • Stacked copayments: all covered services within a single visit by a participating provider will be subject to only one copayment. • Effective February 1, 2023, Hospital Extension Clinic Facility Fee will be waived • Maternity certifications are no longer subject to precertification. • Prescription co-payments will be waived where a member obtains an infusion using the Site of Care Redirection Program. • Prior authorization for fertility preservation services, where appropriate, will no longer be required. • Mastectomy brassieres shall be covered in full. • Effective, January 1, 2024 telemedicine will be a permanent offering to Empire Plan members using Live Health Online at no cost share, including Mental Health and Substance Use. • A new Center for Excellence Substance Use Treatment will be available to enrollees on a voluntary basis. • Effective January 1, 2024, the annual maximum Network out-of-pocket maximum will decrease to \$4,000 for individual coverage and \$8,000 for family coverage. Previously was \$8,700 Individual and \$17,400 Family. Annual maximum Network out-of-pocket maximums will increase by a percentage equal to the salary increase of the prior calendar year. • IVF is covered for three cycles per lifetime and will no longer be subject to the \$50,000 Life-time Maximum. 	<ul style="list-style-type: none"> • Effective January 1, 2024, non-participating providers will be paid at the rate of 275% of the Medicare Physician Fee Schedule. • Effective January 1, 2024 medically necessary acupuncture services from a non-network provider will be limited to 20 visits per calendar year. • Effective January 1, 2024 medically necessary therapeutic massage services will be subject to an annual visit limit of 20 visits per calendar year. 	<ul style="list-style-type: none"> • Language in Article 9 was adjusted to reflect the changes in Empire Plan co-payments, co-insurance and out-of-pocket maximums that were negotiated in the 2019-2023 contract which took effect on January 1, 2022. There are no increases in the new contract. • Rules governing the classification and administration of the prescription drug formulary were implemented in the contract based on past practice and current law.

Article	Gains	Trade Offs
Article 12 – Attendance and Leave	<ul style="list-style-type: none"> • Sick Leave: Employees may accumulate 225 days of sick leave. This is an increase of 25 days. The extra 25 days cannot be used for retirement service credit or health insurance in retirement. Article 12.8(b). • Employees may charge up to 30 days for bereavement or family illness. This is an increase of 5 days. Article 12.18 	
Article 14- Professional Development and Quality of Working Life Coordinating Committee	<ul style="list-style-type: none"> • New language requires the Committee to configure the QWL Pilot Program such that funding is more equitably disbursed. • The Committee shall also establish an employee recognition program within the QWL Pilot Program. • The sunset within Article 14 for the QWL Program has been eliminated. 	
Article 20 – Review of Personal History Folder	<p>Note: These changes represent neither a gain nor a tradeoff.</p> <ul style="list-style-type: none"> • Where feasible, a member may review their personal history folder via the electronic transmission (e-mail) of the personal history folder. • The parties agreed to discuss in the Executive Labor/Management Committee any planned move from paper to electronic personal history folders. 	
Article 21 – Deficit Reduction Leave/ Workforce Reduction Limitation	<ul style="list-style-type: none"> • Preserved historic language from prior Agreements, solely to provide a basis for processing any pending disputes between the State and PEF concerning alleged violations of Article 21 that took place prior to April 2, 2016. 	
Article 34- Grievance and Arbitration Procedure	<p>Note: These changes represent neither a gain nor a tradeoff.</p> <ul style="list-style-type: none"> • Step 3 and 4 responses and appeals may be submitted by E-mail or via the preexisting methods of service. For submissions by e-mail the date of filing shall be the date the e-mail was sent, and the date of receipt shall be the following working day after the e-mail was sent. • Language that would have changed rules about amending grievances at Step 3 instead of Step 2 was eliminated. 	
New Article 42– Career Mobility Office	<ul style="list-style-type: none"> • Sunset of CMO funding was eliminated. 	
Article 50 – Duration of Agreement	<p>April 2, 2023 to April 1, 2026.</p>	
Appendix II – Compensation Reopener	<ul style="list-style-type: none"> • PEF has the right to reopen negotiations with respect to general salary increases during the term of this Agreement if any other State bargaining unit negotiates and ratifies salary increases in excess of 3.0% in fiscal years 2023-24, 2024-25, and/or 2025-26. 	

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Appendix II – Enhanced Supplemental Worker’s Compensation Benefit for Parole Titles MOA	<ul style="list-style-type: none"> • This pilot program is continued for the term of the 2023-2026 Agreement. • The State shall provide the Joint Committee on Workers’ Compensation with usage data for this benefit, every six months. 	
Appendix II – Temporary Modification to Annual Leave Cap	<p>Note: This change represents neither a gain nor a tradeoff. Side letter updated to reflect prior agreement that carried over vacation accruals must be used by December 31, 2023.</p>	
Appendix II – Paid Parental Leave Benefit	<ul style="list-style-type: none"> • Twelve Weeks of paid leave without charge to accruals for the birth, adoption, or foster care placement of a child. <ul style="list-style-type: none"> o Must be used within seven months of the qualifying event. o Available once every twelve months. o To qualify for this benefit a PEF member must have six months of employment prior to the qualifying event. o Be at least 50% part-time. o Retroactive to April 2, 2023. 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 April 2, 2023 within seven months of the qualifying event. 	
Appendix II- Disciplinary Process for Hourly DOL Labor Services Representatives	<ul style="list-style-type: none"> • This letter extends disciplinary due process protections, including the ability to challenge discipline at a hearing to hourly Labor Service Representatives (LSR) who qualify. • To qualify a member: <ul style="list-style-type: none"> o Must be an employee in the DOL; o Must be employed in an hourly LSR position for five years on a full-time basis; o And must have taken the T&E LSR Examination. 	
Appendix II – Increased Hiring Rate Payment - \$1,000 Annual Payment	<ul style="list-style-type: none"> • Employees in titles where an increased hiring rate was instituted, who did not receive the increased hiring rate, shall receive \$1,000 payment annually until reaching job rate. 	
Appendix II – MOA Concerning Employee Dental Stipend	<ul style="list-style-type: none"> • The State will pay a \$400 dental lump sum payment annually to eligible enrollees in the State dental plan until such time as the State enters into a new dental services contract for the provision of dental services to eligible NYSHIP enrollees. 	

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Appendix III – Productivity Enhancement Program	<ul style="list-style-type: none"> • The Productivity Enhancement Program (PEP) was made permanent. • The amount of days that can be exchanged for credit for the employee share of the NYSHIP premium was increased. <table border="1" data-bbox="485 382 917 688"> <thead> <tr> <th></th> <th>Days</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>SG 1-17</td> <td>Prior was 3 or 6 days. Increased to 4 or 8 days.</td> <td>\$800 or \$1600</td> </tr> <tr> <td>SG 18-24</td> <td>Prior was 2 or 4 days. Increased to 2.5 or 5 days.</td> <td>\$750 or \$1500</td> </tr> </tbody> </table>		Days	Payment	SG 1-17	Prior was 3 or 6 days. Increased to 4 or 8 days.	\$800 or \$1600	SG 18-24	Prior was 2 or 4 days. Increased to 2.5 or 5 days.	\$750 or \$1500	
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Appendix III – Teachers’ Productivity Enhancement Program	<ul style="list-style-type: none"> • The Teacher’s Productivity Enhancement Program (PEP) was made permanent. • Floating days and compensatory days were added as accruals that can be exchanged for credit to be applied to the employee share of the NYSHIP premiums. • The amount of days that can be exchanged for credit for the employee share of NYSHIP premiums was increased. <table border="1" data-bbox="485 1050 917 1331"> <thead> <tr> <th></th> <th>Days</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>SG 1-17</td> <td>Prior was 1-6 days. Increased to 1-8 days.</td> <td>\$200 per day.</td> </tr> <tr> <td>SG 18-24</td> <td>Prior was 1-4 days. Increased to 1-5 days.</td> <td>\$300 per day.</td> </tr> </tbody> </table>		Days	Payment	SG 1-17	Prior was 1-6 days. Increased to 1-8 days.	\$200 per day.	SG 18-24	Prior was 1-4 days. Increased to 1-5 days.	\$300 per day.	
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SG 18-24	Prior was 1-4 days. Increased to 1-5 days.	\$300 per day.									
Appendix III – Side Letter on Prescription Drug Formulary	Note: This change represents neither a gain nor a tradeoff. This side letter was eliminated as outdated because of new formulary language in Article 9.										
Appendix III – Site of Care Redirection for Infusions	<ul style="list-style-type: none"> • The Empire Plan will implement a Site of Care Redirection Program for Infusions (SOC) for Empire Plan primary members. • 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. 										
Appendix III – Side Letter on Committee Funding	Note: This change represents neither a gain nor a tradeoff. Side letter that extended committee funding until December 31 after contract expiration was deleted as committee funding no longer sunsets.										

Article	Gains	Trade Offs
Appendix III – Professional Development and Quality of Work Life Committee Positions	<ul style="list-style-type: none"> Funding for Professional Development and QWL positions (\$200,000) has been renewed and sunset was eliminated. 	
Appendix III – Side Letter on Labor Management Training	<ul style="list-style-type: none"> Eliminates sunset for funding for Labor Management Training program. 	
Appendix III – OFPC Side Letter	<ul style="list-style-type: none"> Uniform Maintenance Allowance increased from \$68 to \$82 for part-time employees and from \$88 to \$106 for full-time employees in each year of the Agreement. 	
Appendix III – Firearms Training and Safety Incentive Program	<ul style="list-style-type: none"> Incentive payment increased from \$260 to \$360. Sunset eliminated. 	
Appendix III – Side Letter on Temporary Drop Below Job Rate	<p>Note: This change represents neither a gain nor a tradeoff. Letter updated to reflect new performance advance structure.</p>	
Appendix III – Memorandum of Procedure Concerning Negotiating Unit Designation	<p>Note: This change represents neither a gain nor a tradeoff. The memorandum has been deleted because it was no longer functioning productively.</p>	
Appendix III – Continuation of Performance Awards Dispute	<p>Note: This change represent neither a gain nor a tradeoff. The side-letter memorializing a dispute over the sunset of performance awards was deleted as the elimination of the sunset makes it moot.</p>	
Appendix III – Pre-Tax Transportation Program	<p>Note: This change represents neither a gain nor a tradeoff. Updated to acknowledge implementation of the recent pre-tax parking benefit for parking not provided by the State. Continues the committee on studying a pre-tax parking benefit for parking provided by the State.</p>	
Appendix III – Work Life Service Funding	<p>Note: This change represents neither a gain nor a tradeoff. This side letter was deleted as the substance of it was incorporated into Article 10.</p>	
Appendix III – Special Assignment to Duty (SAD) Pay Program	<ul style="list-style-type: none"> Effective April 2, 2023, SAD pay shall be increased from \$500 to \$750. 	

Article	Gains	Trade Offs
Appendix III – Side Letter on Long Term Non-Permanent Employees	Note: This change represents neither a gain nor a tradeoff. Continues the committee.	
Appendix III – Daily Fee for Arbitrators on Article 33 and 34 Panels	Note: This change represents neither a gain nor a tradeoff. Confirms that the daily fee for arbitrators continues to be \$1200.	
Appendix III – Dental Benefits Request for Proposals	<ul style="list-style-type: none"> • This letter acknowledges that the dental RFP was issued and that the State will work with PEF and other unions to evaluate and review vendor responses. 	
Appendix III – Artificial Intelligence (AI) Technologies	<ul style="list-style-type: none"> • This letter creates a committee to identify emerging impacts of AI 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 PS&T members. 	
Appendix V – Roswell Park Cancer Institute New MOA	<ul style="list-style-type: none"> • Language has been added to III(A) that would permit RCPI to pay supplemental compensation up to 75% of an individual's base annual salary or in rare instances, a greater amount. 	
Appendix VII- Empire Plan Protections to Ensure Network Access	<ul style="list-style-type: none"> • The Appendix outlines Empire Plan access protections as they currently exist. 	