

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**

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