Memorandum of Understanding
between
the State of New York
and
the New York State Correctional Officers and Police Benevolent Association, Inc.

February 2, 2024

1. **Term:** April 1, 2023, to March 31, 2026.

2. **Bill of Rights**

(K) Any employee who is subject to questioning by the Employer [1] shall, whenever the nature of the investigation permits, be notified at least 24 hours prior to the interview. Such notification shall include facts sufficient to reasonably inform the employee of the particular nature of the investigation.

(L) Any employee who was notified that there was an investigation pending against them by the Employer shall be notified by the Employer of the closure of the investigation within two weeks of the closure of such investigation related tch employee.

(O) While the routine questioning of an employee by the employer to obtain factual information about an occurrence, incident or situation does not entitle an employee to union representation, if during such questioning the employer determines that the employee is entitled to union representation as provided in paragraph (G), the questioning of the employee will stop and the employee will be given the opportunity to obtain representation as outlined in the Bill of Rights unless the employee declines representation on the record or in writing.

3. **Article 5 – Union Rights**
   a. Amend Article 5 per attached *Attachment A.*
   b. Side Letter per *Attachment B* regarding office space.

4. **Article 7 – Grievance and Arbitration**
   a. Amend Article 7 as per *Attachment C.*
   b. Side Letter per *Attachment D* regarding timing of increasing grievance filing deadline from 20 days to 30 days.

5. **Article 8 – Discipline**
   a. Amend Article 8 per *Attachment E.*
   b. Agree to form labor/management committee to review discipline cases involving excessive use of force. Provide funding for training in excessive use of force prevention in the amount of $5 million. Any remaining funding from the 2016-2023 CBA will move forward to the 2023-2026 CBA.

6. **Article 9 – Out-of-Title Work**

[1] Throughout this MOU, bold/underlined text is new text being added and stricken text is old text being removed.

a. Agree to amend Article 9 per attached *Attachment F.*

7. **Article 10 – Review of Personal History Folder**
   a. Agree to amend Article 10 as per attached *Attachment G.*
8. **Article 11 – Compensation**
   a. Article 11.2 – Across the Board Increases to Salary Schedule
      i. Members of the bargaining unit shall receive a 3% each year of the contract.
   b. Article 11.13 (new) - Retention Bonus
      i. One-time $3000 bonus to all members of the bargaining unit on payroll for the period of February 2, 2024, to May 29, 2024. Members of the bargaining unit on payroll full time during that period shall receive the full $3000. Members of the bargaining unit on the payroll on a part-time, hourly, or per diem basis shall receive a prorated portion of the bonus. This bonus is not pensionable or overtime eligible.
   c. Article 11.6 – Longevity Payment
      i. Starting on December 1, 2025, members of the bargaining unit who have completed 11 years of service as of November 1 shall receive an annual longevity payment of $750 every year until separation from service. This new compensation is pensionable and overtime eligible and will be a lump sum payment.
   d. Article 11.7 – Location Compensation
      i. Arbitration Eligible (CO, Sgt, ISO)
         1. Mid-Hudson (currently $1359)
            a. April 1, 2023: increase to $1400.
            b. April 1, 2024: increase to $1442.
            c. April 1, 2025: increase to $1846.
         2. Downstate (currently $3649)
            a. April 1, 2023: increase to $3758.
            b. April 1, 2024: increase to $3871.
            c. April 1, 2025: increase to $4623.

      ii. Arbitration Ineligible (all other law enforcement titles)

         1. Mid-Hudson (currently $975)
            a. April 1, 2023: increase to $1004.
            b. April 1, 2024: increase to $1111.
            c. April 1, 2025: increase to $1650.
         2. Downstate (currently $1827)
            a. April 1, 2023: increase to $1882.
            b. April 1, 2024: increase to $2195.
            c. April 1, 2025: increase to $3400.
   e. Article 11.7 – Inconvenience Pay
      i. Effective April 1, 2025, increase by 3%.
      ii. Update Article 11.7 (b)(2)(i) for Interest Arbitration eligible employees to define the night shift as "any shift that begins at or between 7:00 pm or at 2:59 am." Times exclude pre-shift.
      iii. Update Article 11.7 (b)(2(ii) for Interest Arbitration eligible employees to define the evening shift as "any shift that begins at or between 11:00 am or 6:59 pm." Times exclude pre-shift.
   f. Article 11.9 – Facility Security Pay (arbitration ineligible)
      i. Currently $750
      ii. April 1, 2024: increase to $1050.

iii. April 1, 2025: increase to $1550.

g. Article 11.10 – Expanded Duty Pay (arbitration eligible)
   i. Currently $2600.
   ii. April 1, 2024: increase to $2900.
   iii. April 1, 2025: increase to $3400.

h. Article 11.11 – Hazardous Duty Pay
   i. Arbitration Ineligible (currently $200)
      1. April 1, 2024: increase to $575.
      2. April 1, 2025: increase to $1075.
   i. Arbitration Eligible (currently $1500)
      1. April 1, 2024: increase to $1875.
      2. April 1, 2025: increase to $2375.

7. **Article 12**

a. The State shall initiate a special option transfer period to institute health care changes, with adjusted health insurance premiums for employees based on the cost saving measures provided in this Agreement so that such changes are effective July 1, 2024.

b. Health insurance agreed changes per *Attachment H(1).*

c. Site of Care side letter for drug infusion programs per *Attachment H(2).*

d. Access Protections Appendix per *Attachment H(3).*

e. Across the board percentage increases will be applied to Joint Committees on Health and Dental Benefits.

f. Productivity Enhancement Program (PEP) side letter per *Attachment I.*

8. **Article 13**

a. Increase funding amounts in 13.1, 13.5 and 13.6 by across-the-board percentage increases annually.

b. Side Letter per *Attachment J* for transferring funds ear-marked from one fund to another.

c. Side Letter per *Attachment K* for State reimbursement to NYSCOPBA regarding NYSCOPBA employee working on Article 13 and/or 25 programs.

9. **Article 14**

a. Amend 14.1 (e) Vacation credits may be accumulated up to a maximum of 40 days provided, however, that in the event of death, retirement, or separation from service, employees shall be compensated in cash for accrued and unused vacation credits only up to a maximum of 30 days. **Effective upon ratification, an employee's vacation credit accumulation may exceed the maximum, provided, however, that the employee's balance of vacation credits may not exceed 40 days** ~~An employee at the vacation accrual maximum (40 days) or who will exceed the accrual maximum at the next accrual period whose written request for the use of vacation credits is denied, in writing, may accumulate more than 40 days of such credits during a year, provided, however, that the employee's balance of vacation credits does not exceed 40 days~~ on ~~October~~ April 1 of each year.

b. Amend Article 14.3 to *Bereavement Leave and Family Sick Leave.*

c. Agree to Paid Parental Leave in new paragraph Article 14.13 implementing Side Letter *Attachment L.*

d. Agree to Side Letter *Attachment M* regarding Employer information hub to easily apprise employees of various family and parental leave options.

e. Agree to Side Letter *Attachment N* regarding the parties studying difficulty in using vacation leave.
f. Agree to Side Letter *Attachment X* regarding the parties accumulating data and studying workers' compensation usage, the categories of injuries sustained, lengths of absences, the return-to-work process, and impact on facility staffing levels.

10. Article 15

a. New Article 15.1 (i):

An employee who is on duty for 16 consecutive hours and then is mandated to immediately work time beyond that 16 hours shall receive double time for all hours worked in excess of those 16 hours. In calculating eligibility, only time on duty shall be counted. Time charged to leave accruals or on other full paid leave status shall not count toward determining the 16 hours of actual work.

An employee who is on duty for 16 consecutive hours and is then mandated to work an additional shift beyond 16 hours which abuts their next regularly scheduled shift, shall be instructed to go home for their regularly scheduled shift, unless emergency circumstances prevent them from being instructed to go home, and shall be paid for this shift without charge to leave accruals.

b. New Article 15.1 (j)

Nothing in paragraphs 15.1(a), 15.1(b), 15.1(c) and 15.1(i) above shall prevent the establishment of mutually agreed to local arrangements regarding the method by which overtime is offered to employees.

11. **Article 16**

a. Agree to amend Article 16.5 to add Juneteenth as a paid holiday.

12. **Article 17**

a. Article 17.1 shall be replaced by the following:

The State agrees to reimburse employees who are eligible for travel expenses, on a per diem basis, for their expenses incurred while in travel status in the performance of their official duties pursuant to the rules, bulletins, guidelines and regulations of the Comptroller.

b. Agree to Side Letter *Attachment O* regarding labor-management committee meetings to discuss the current system for work-related passaged under Article 17.3 (Triborough Bridge Tolls).
c. Agree to Side Letter *Attachment P* regarding Albany OGS Parking Fee schedule.
d. Agree to Side Letter *Attachment Q* regarding Last Offer Binding Arbitration for Article 17.5 parking.
e. Agree to new paragraph Article 17.5 Parking, as follows:

17.5 (a) The State and NYSCOPBA shall, upon the request of either party, meet and confer concerning the (1) adequacy, including specifically the adequacy of accessible parking for employees with disabilities, or (2) continuation of parking facilities provided by the State, and the need for additional facilities, for employees in the SSU negotiating unit. Such meetings shall be held at the appropriate level as determined by the parties.

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

(1) A Parking Committee shall be established to meet and confer on allocation of employee parking spaces made available within parking facilities as managed by the Bureau of Parking Services. The Committee shall assess present allocation, develop a method for allocation of existing spaces which will include consideration of employee negotiating unit designation and proportionate space allotment, needs of the handicapped, parking area utilization, carpooling and other factors which will contribute to the development of a rational, workable plan for such allocation. Such plan shall be developed and implemented during the term of this Agreement. Additionally, the Committee shall continue to make recommendations to the State on the adequacy and utilization of employee parking and suggest alternatives to meet identified needs. Recognizing that the downtown Albany parking issue is a workplace issue, the Committee shall include representatives of all employee groups affected. NYSCOPBA and the Office of Employee Relations may each designate up to three representatives to serve on the Committee.

(2) The Memorandum of Understanding dated August 3, 2023, **concerning the parking fee structure in and around Albany by the Office of General Services, Bureau of Parking Services, shall remain in full force and effect according to its provisions.**

(c) No charge shall be imposed for parking facilities presently provided without charge and no existing charge for parking facilities shall be increased or decreased without negotiations pursuant to this Article. The State and NYSCOPBA, upon the demand by either party, shall reopen negotiations concerning parking fees for employees in the SSU negotiating unit, in any parking facility not covered by the aforementioned Memorandum of Understanding. Such negotiations shall be held at the appropriate level. The President of NYSCOPBA and the Director of the Office of Employee Relations, shall be notified prior to commencement of negotiations and either party shall have the option of participating in the negotiations. Disputes arising from such negotiations shall be submitted to Last Offer Binding Arbitration through procedures that have been agreed to by the State and NYSCOPBA.

13. **Article 18**
    a. Agree to add new paragraph Article 18.4 – **Direct Deposit**
    All employees hired into a bargaining unit position after the date of ratification shall receive their paychecks through direct deposit.

14. **Article 21.8**
    a. Eliminate Article 21.8 and make a one-time payment of $150,000 into the EBF Article 25.9 for first year of agreement.

15. **Article 22**
    a. Amend Article 22.5 and add Article 22.6 as follows:
        i. Article 22.5 At an institution or facility where appropriate medical staff and facilities are normally available, when a medical emergency resulting from an

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

ii. Article 22.6 Grievances alleging failure to comply with this Article shall be processed pursuant to Article 7, paragraph 7.1(b).

b. NYSCOPBA agrees to withdraw CNYPC IP (U-35167) on Medical Treatment upon ratification of this MOU.

16. **Article 25**

a. Increase funding amounts in 25.6, 25.9 and 25.10 by across-the-board percentage increases annually.
b. Side Letter per *Attachment J* for transferring funds ear-marked from one fund to another.
c. Side Letter on JLMC Program Administrator for NYSCOPBA.
d. For purposes of calculating EBF monies pursuant to Article 25.9, full-time annual salaried employees will be counted March 1 of each contract year (to be paid the following April 1) and employees covered by Appendix D will be counted on July 1 of each contract year (to be paid the following August 1 at 50% of contractual rate).
e. Side Letter per *Attachment K* for State reimbursement to NYSCOPBA regarding NYSCOPBA employee working on Article 13 and/or 25 programs.

17. **Article 29 Printing of Agreement**

a. Amend as follows: Amend as follows: Each party shall be responsible for the costs of reproducing its own copies of this Agreement. Distribution to the State and to employees will occur as soon as practicable following the execution of this Agreement.

18. **Additional Side Letters**

a. Agree to amend side letter on Standby On-Call Rosters to include all titles except for those in the Department of Corrections and Community Supervision per Side Letter *Attachment R.*

b. Agree to side letter on Employee Development and Training per Side Letter *Attachment S.*

c. Agree to side letter on Employee Payroll Information per Side Letter *Attachment T.*

d. Agree to side letter on Temporary Service Employees per Side Letter *Attachment U.*

e. Amend side letter reopener with new CBA dates per Side Letter *Attachment V.*

f. Agree to additional language on Justice Center Proceeding Side Letter per *Attachment W.* Addition of "including, but not limited to, the impact of collateral estoppel."

g. Agree to side letter regarding impact of mandatory overtime per Side Letter *Attachment Y.*

h. Agree to side letter regarding timely payment of overtime compensation per Side Letter *Attachment Z.*

i. Agree to side letter regarding mediation of Article 22 (Safe Working Conditions) grievances per Side Letter *Attachment AA.*

j. Agree to side letter regarding timely restoration of back pay, accruals, and other benefits per Side Letter *Attachment BB.*

19. **Unchanged Provisions**

a. Except as otherwise provided herein, all existing contractual provisions, side letters and MOUs remain in effect.

20. **Ratification**. This agreement shall be subject to approval by NYSCOPBA's Executive Assembly and Ratification by NYSCOPBA general membership.

State of New York

Dated: February 16, 2024

New York State Correctional Officers
And Police Benevolent Association, Inc.

Dated: February 16, 2024

ATTACHMENT A – ARTICLE 5 – UNION RIGHTS

5.1 Bulletin Boards

(a) The Employer agrees to furnish and maintain suitable locking glass enclosed bulletin boards in convenient places in each working area to be used exclusively by the Union.

(b) The Union agrees to limit its postings of notices and bulletins to such bulletin boards.

(c) The Union agrees that it will not post material which may be profane, derogatory to any individual, or constitute election campaign material for or against any person, organization or faction thereof except that election material relating to internal Union elections may be posted on such bulletin boards. During the period in which the Union has the exclusive right to bulletin boards, no other employee organization, or affiliate thereof, except employee organizations which have been certified or recognized as the representative for collective negotiations of other State employees employed at such locations shall have the right to post material on State bulletin boards or distribute literature at work locations of Security Services Unit employees. All bulletins or notices shall be signed by the NYSCOPBA President, Chief Sector Steward or their designee.

(d) Any material which the Employer alleges to be in violation of this Agreement shall be promptly removed by the Union. The matter will then immediately be referred to Step 3 of the grievance procedure for resolution.

(e) In institutions or facilities which have repeated violations, the Director of the ~~Governor's~~ Office of Employee Relations may require advance approval of all future material which is to be posted.

5.2 Access to Employees and Meeting Space

(a) Department or agency heads may reach understandings with the Union for reasonable and appropriate arrangements whereby the Union may advise employees of the availability of the Union representatives for consultations during non-working hours concerning Union membership, services and programs.

(b) The Union representatives shall, on an exclusive basis for employees covered by this Agreement, have access to employees during working hours to explain the Union membership, services and programs under mutually developed arrangements with department heads wherein such access shall not interfere with work duties or work performance. Such consultations shall be no more than 15 minutes per employee per month, not to exceed an average of fifteen percent per month of the employees in the agency or institution.

(c) The departments or agencies shall provide meeting space to the Union upon written notice from the chief sector steward in buildings owned or leased by the State. Meeting space shall be provided under the following circumstances:

(1) suitable space is not reasonably available elsewhere in the area;

(2) the Union agrees to reimburse the Employer for any additional expenses incurred by the Employer including furnishing, janitorial services, and any other expense which would not have been incurred had the space not been available;

(3) a request for the use of such space is made in advance pursuant to the rules of the department or agency concerned;

(4) the purpose of the meeting is made known to and is approved by the Employer.

5.3 Employee Organization Leave

(a) The Union shall be provided collectively with a total of not more than 712 days of non-cumulative employee organization leave during each year of this Agreement to attend meetings for internal administrative functions and policy committees.

(b) The allocation of employee organization leave provided in paragraph 5.3(a) to individual employees shall be the sole prerogative of the Union and shall be allocated in units of not less than one day per instance per employee. Request for use of this leave shall solely be made by NYSCOPBA. As used in this Article, the phrase "one day" shall be defined as "one duty tour."

(c) There will be no change in the present method of approving applications for attendance at meetings of the Executive Assembly.

(d) Under special circumstances and upon advance request, additional employee organization leave for additional meetings may be granted by the Director of the ~~Governor's~~ Office of Employee Relations.

(e) For the purpose of entering into collective negotiations for a successor agreement to this Agreement, the Employer agrees to grant employee organization leave to a reasonable number of employees for the Union Negotiating Committee with the understanding that there shall be no more than one Union committee member from any one facility or region eligible to receive such leave for this purpose, except that this restriction shall not apply to Chairs of Standing Committees. The Union shall provide the State with a list of names and work locations of all such committee members prior to the commencement of any such negotiations.

(f) Employee organization leave shall be release time without charge to leave credits accrued by individual employees. Such release time shall be granted subject to the provision that the resulting

absence from work will not interfere with the proper conduct of governmental functions. Employee organization leave provided pursuant to paragraph 5.3(a) of this Article is not required to be granted unless the Union provides the Director of the ~~Governor's~~ Office of Employee Relations or his designee with 14 days advance notice of the purpose and date for which such leave is requested and the names and work stations of the employees for whom such leave is requested.

(g) The Director of the ~~Governor's~~ Office of Employee Relations or ~~his~~ **their** designee shall send the Union a statement at the end of each quarter showing the total employee organization leave used to date in each Agreement year pursuant to paragraph 5.3(a) above. This statement shall be presumed correct unless the Union within 30 days of receipt of the statement advises the Director of the ~~Governor's~~ Office of Employee Relations or ~~his~~ **their** designee of any claimed errors.

(h) Employee organization leave provided pursuant to this Article shall be in addition to that provided elsewhere in this Agreement for Union representation in processing of grievances and labor/management meetings.

(i) The Union shall supply (and keep current) to the Director of the ~~Governor's~~ Office of Employee Relations 30 days after the execution of this Agreement and quarterly thereafter a list of Union officers, executive board members, grievance representatives, members of policy committees and other employees eligible for leave under this Agreement together with the official work stations, departments and agencies of such employees. All such leave shall be used only for appropriate purposes, consistent with past practice, and only as specifically requested by the Union and granted by the State.

(j) Travel time as used in this Article shall mean actual and necessary travel time not to exceed eight (8) hours each way.

5.4 Unchallenged Representation

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

5.5 ~~Agency Shop~~ **Duty of Fair Representation**

~~Mandatory agency shop fee deductions shall be continued for the period required by law.~~ **The State recognizes that the Union's duty of fair representation to an employee it represents, but who is not a member of the Union, is set forth in Civil Service Law Section 209-a(2).**

5.6 Membership Packets

The Employer agrees to provide each new employee in the Security Services Unit with a membership packet furnished by the Union within one workweek following his first day of work and to the extent possible on the first day of work. The materials which may be included in such packet shall be subject to the restrictions set forth in paragraphs 5.1(c) and 5.1(d) of this Article.

5.7 Union Leave

A permanent employee or employees nominated by the Union may be granted by the Employer a leave or leaves of absence with full salary from their regular position for the purpose of serving with the employee organization subject to the conditions of this paragraph. Each such leave, its term and renewal, shall be subject to the discretionary approval of the Director of the ~~Governor's~~ Office of Employee Relations. The Union shall periodically, as specified by the Director of the ~~Governor's~~ Office of Employee Relations, reimburse the State for the salary, wages and any other payments paid to each employee by the Employer during such leave of absence together with the cost of fringe benefits, excluding the health insurance, dental, and vision benefits compensation components of that fringe benefit rate, at the percentage of salary, wages as determined by the Comptroller. In addition, this reimbursement will include, as determined by the Department of Civil Service, the Employer's share of premium for health and dental benefits as well as the Employer's actual costs associated with providing vision benefits and the cost of any Opt-Out Program payments, if any. The Union shall purchase an insurance policy in the form and amount satisfactory to the Director of the ~~Governor's~~ Office of Employee Relations to protect the State in the event the State is held liable for any damages or suffers any loss by reason of any act or omission by such employee during the period of such leave of absence with full salary.

5.8 Exclusivity

The Employer will not meet or confer with any other employee organization or affiliate thereof with reference to terms and conditions of employment of employees. If such organizations request meetings, they will be advised by the Employer to transmit their requests concerning terms and conditions of employment to the Union and arrangements will be made by the Union to fulfill its obligation as a collective negotiating agent to represent these employees and groups of employees.

ATTACHMENT B – SIDE LETTER – OFFICE SPACE

During the discussions for a successor to the 2016-2023 collective bargaining agreement, the parties discussed the issue of office space for the conduct of union business. The parties were unable to resolve the issues raised but determined that the matter should be studied so that the parties are able to determine and document where space is and is not currently provided. To that end, the State will survey agencies and share the results of the survey with NYSCOPBA which will include, at a minimum, State locations where NYSCOPBA members are located, the approximate size of the NYSCOPBA workforce in those locations, and whether office space for union business is provided.

The parties further agreed that upon completion of this review, they will examine and explore, where they mutually agree that providing space would be beneficial and appropriate, the provision of office space for the conduct of union business, subject to availability and an agreement governing the terms of such occupancy. Where space is provided and there is a need for such space to be re-occupied by the State, every effort will be made to provide reasonable advance notice of the need to reoccupy the space.

ATTACHMENT C – ARTICLE 7 – GRIEVANCE AND ARBITRATION

7.1 Definitions

For the purposes of this Agreement, all disputes shall be subject to the grievance procedure as outlined below:

(a) A dispute concerning the application and/or interpretation of this Agreement is subject to all steps of the grievance procedure including arbitration, except those provisions which are specifically excluded.

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

(c) A claim of improper or unjust discipline against an employee shall be processed in accordance with Article 8 of this Agreement.

7.2 Procedure

The purpose of this Article is to provide a prompt, equitable, peaceful and efficient procedure to review and resolve grievances, and to further the purpose of this Agreement to promote harmonious employee relations. Both the Employer and the Union recognize the importance of, among other aspects of the procedure, the timely issuance of decisions to filed grievances and the responsible use of this procedure. Upon failure of the Employer to provide a decision within the time limits provided in this Article, the Union may appeal to the next step of the grievance procedure. The grievance will not revert back to the previous step where it was originally untimely unless mutually agreed to by both parties.

Prior to initiating a formal written grievance pursuant to this Article, the employee, the Union and the appropriate immediate supervisor, local administration, or agency or department are strongly encouraged to meet in good faith and resolve disputes subject to this Article informally prior to the expiration of 30-day period in which to file a grievance. The parties may accomplish this by exchanging relevant documentation and positions as soon as practicable after the grievance trigger date, as specified in Step 1, below.

(a) Grievances

Step 1. The employee and/or the Union shall present the grievance in writing to the facility head, institution head, divisional head or regional head within 30 days of the act or omission giving rise to the grievance or within 30 days of the date on which the employee first knew of such act or omission. The facility head, institution head, divisional head or regional head, shall each designate a regular representative, who shall meet with the Union and the grievant during the employee's regular work shift within ten days of receipt of the grievance and shall render a decision in writing within ten days from the day of such meeting.

Step 2. In the event that the grievance has not been satisfactorily resolved at Step 1, an appeal may be taken by the Union in writing to the department or agency head, as appropriate, within 15 days from receipt of the Step 1 decision. The written appeal shall contain a description of the relevant facts from which the grievance derives and specific references to all sections of the Agreement, if any, which the Union claims have been violated. the department or agency head, or designee, shall meet with the Union to review the grievance within ten days from receipt of the Step 2 written appeal and shall render a written decision which shall include a brief statement of the relevant facts on which the decision is based to the Union within ten days from the day of the Step 2 meeting. Such meeting shall be held remotely at the request of either the Union or the Employer. If the parties agree that no meeting will be held, a written

decision will be issued within ten days of receipt of said notice. Communications concerning appeals and decisions at this Step shall be made by personal service or by registered or certified mail.

Step 3. In the event that the grievance has not been satisfactorily resolved at Step 2, an appeal to the Director of the Office of Employee Relations may be taken by the Union in writing within 60 days from the day on which the Union received the Step 2 decision. Such appeal shall contain a copy of the Step 2 decision and a short, plain written statement of the reasons for the disagreement with the Step 2 decision. All communications concerning appeals and decisions at this Step shall be made by personal service, registered or certified mail.

The Director of the Office of Employee Relations, or the Director's designee, shall issue a short, plain decision on the grievance within 30 working days after receipt of the appeal unless the Union requests a meeting to discuss the grievance. Every other week (on a designated day), representatives from the Union and the Office of Employee Relations will meet and review all grievances that have been appealed to the Step 3 level during the previous two week period and for which a meeting has been requested. The Director of the Office of Employee Relations, or the Director's designee, shall issue a short, plain decision on a grievance for which a meeting has been requested within 30 working days after the conduct of the meeting where the grievance was discussed. If warranted, an agency representative may be in attendance at these meetings. At these meetings, the grievance will be read, reviewed and tactically distributed for processing in one of the following ways:

Issues which are, in fact, safety and health concerns (not to include staffing issues) may be referred to an Agency Level Statewide Safety and Health Committee. A safety specialist from the employing agency and the Union can review the issues and determine if there may be methodologies available for resolution of the issues.

Resolutions will be reduced to writing. In the event the issues cannot be resolved, either party may refer them to the conference phase of the Alternate Dispute Resolution Process where applicable.

The grievance may be put on hold for two weeks so that either or both sides can gather more information or make local contacts. Those grievances placed in hold status will become the first to be discussed at the next meeting between representatives from the Union and the Office of Employee Relations.

Automatic Progression. If the Employer fails to meet with the Union on a timely basis or render a timely decision, the Union may treat the grievances as having been denied at the level at which the delay occurred and may then appeal the grievance to the next level.

(b) Alternate Dispute Resolution Process (ADR)

(1) In the event that the grievance has not been resolved satisfactorily at Step 3, a demand for arbitration may be brought only by the Union, through the President or his designee within 15 days from the day the Union receives the Step 3 decision by mailing or personally serving the demand to the Director of the Office of Employee Relations and simultaneously filing the demand with the master arbitrator. The demand will identify the Article(s) and subsections sought to be arbitrated, the names of the department or agency, and employee(s) involved, copies of the original grievance, appeals documents and the written decisions rendered at the lower steps.

(2) Resolution conferences and arbitrations under the ADR process shall be held before the master arbitrator appointed by agreement of the parties. The parties may review the appointment at any time, by mutual agreement.

(3) Resolution Conference

Within 30 days after the demand for arbitration, the parties shall meet with the master arbitrator who shall attempt to have the parties reach a settlement and narrow the issue(s) for hearing, including stipulating to facts, relevant documents and exhibits. The grievant may be permitted to participate in the conference by telephone.

(4) Expedited Arbitration

After the resolution conference, either party may require a hearing before the master arbitrator on an expedited basis. Grievance hearings shall, absent extraordinary circumstances, be limited to one day.[2] Both parties should be prepared to fully present their positions and any testimony on the day of the hearing. No briefs shall be submitted by either party.

(5) The parties agree to meet for a total of four days per month at a mutually agreed upon site in Albany to conduct the resolution conferences and/or expedited arbitrations.

(6) Where no hearing is held and the case is submitted on papers the parties may submit their positions in writing to the arbitrator on a mutually agreed upon date no later than thirty (30) days after the mailing of the papers to the arbitrator. Such written position papers may not exceed five double-spaced pages.

(7) The master arbitrator's decision and award is to be rendered within seven (7) days of the completion of the hearing and shall include only a finding or findings and remedy, as appropriate, on a

[2] The parties shall prepare a recommended schedule for the conduct of a one-day hearing to be presented to the master arbitrator. Such schedule is to serve merely as a guide to assist in insuring that cases are ordinarily presented and concluded in one day.

form provided by the parties. The master arbitrator shall have the authority to issue bench decisions when appropriate.

(8) The decision or award of the master arbitrator shall be consistent with applicable law and the Agreement and final and binding upon the parties (NYSCOPBA and the State) with respect to the determination of the grievant's claims. Such decisions are non-precedential and shall not be submitted in any other case unless the parties mutually agree otherwise.

(9) The parties may meet periodically to ensure that in practice the ADR process is in keeping with their intent and to take what steps are necessary to conform such practice with their intent.

(c) Full Arbitration

(1) After the resolution conference, if the Employer and the Union mutually determine that an individual grievance warrants a decision that will be precedential for future matters, the parties may refer the matter to traditional arbitration. If the parties cannot agree as to whether the matter should be referred to full arbitration, the master arbitrator shall have the authority to make such determination as to whether full arbitration is warranted.

(2) The parties shall mutually select an arbitrator. If the parties are unable to agree, the matter will be referred to the Public Employment Relations Board for selection. The arbitrator shall hold a hearing at a time and place convenient to the parties within 20 days of the acceptance to act as arbitrator. The arbitrator shall issue a written decision within 30 days after completion of the hearing. The arbitrator shall be bound by the rules of the American Arbitration Association which are applicable to labor relations arbitrations which are in effect at the time of arbitration. In the event a disagreement exists regarding arbitrability of an issue, the arbitrator shall make a preliminary determination whether the issue is arbitrable under the express terms of this Agreement. Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

(3) Miscellaneous Provisions

Neither the master arbitrator nor arbitrator shall have any power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine the decision solely to the application and interpretation of the Agreement. All fees and expenses of the arbitration shall be divided equally between the parties except that each party shall bear the cost of preparing and presenting its own case. Cost for the cancellation of a hearing date shall be borne by the party seeking cancellation.

7.3 Representation

(a) The Employer shall recognize the following grievance representatives at each step of the grievance procedure and shall release such representatives from normal duties to process grievances and conduct necessary relevant investigations providing that such absence from work will not interfere with proper conduct of governmental functions: steward and chief sector steward.

On the Union's prior written request at least 48 hours in advance, the Employer will make every effort to reschedule shift assignments so that meetings fall during working hours of Union representatives. The Union shall furnish the Employer with a list of all employee representatives, Union Vice Presidents and Union staff authorized to represent the Union in the grievance process pursuant to this Article 60 days from the date of execution of the Agreement.

(b) Statewide elected union officers and Union staff may be present at each step of the grievance procedure.

7.4 General Provisions

(a) As used in this Article, all references to days shall mean calendar days. All of the time limits contained in this Article may be extended by mutual agreement of the parties and shall be confirmed in writing.

(b) Grievances resolved at Step 1 shall not constitute a precedent for any other facility, institution, division, or region, or at Step 2 for any other agency unless a specific agreement to that effect is made by the Director of the Office of Employee Relations and the President of the Union.

(c) The parties, OER and NYSCOPBA, may mutually agree to waive Steps 1 and 2 of the grievance procedure. In order to better review grievances at the second step, the Employer will conduct review meetings. However, a meeting will not be held if there is mutual agreement that the file sufficiently clarifies the issue, that there is no new evidence to consider or the matter has been previously reviewed and/or resolved.

(d) Aggrieved employees, their Union representatives and necessary witnesses shall not suffer any loss of earnings, or be required to charge leave credits as a result of processing or investigating grievances during such employees' scheduled working hours. Reasonable and necessary time spent in processing and investigating grievances, including travel time, during such employees' scheduled working hours shall be considered as time worked provided, however, that when such activities extend beyond such employees' scheduled working hours, such time shall not be considered as time worked.

(e) Travel time, as used in paragraph 7.4(d) above, shall mean actual and necessary travel time, not to exceed eight hours each way.

(f) Grievances involving employees in more than one agency, upon agreement of the Director of the Office of Employee Relations and the President of the Union may be initiated at Step 3.

ATTACHMENT D – SIDE LETTER – EFFECTIVE DATE OF 30-DAY GRIEVANCE FILING TIMELINE

The parties agree that the effective date for the new 30-day statute of limitations for filing grievances at Step 1 of the Article 7 procedure shall be the date of ratification for all claims arising on or after the date of ratification of the 2023-2026 collective bargaining agreement.

ATTACHMENT E – ARTICLE 8 – DISCIPLINE

8.1 Exclusive Procedure

Discipline shall be imposed upon employees otherwise subject to the provisions of Sections 75 and 76 of the Civil Service Law only pursuant to this Article, and the procedure and remedies herein provided shall apply in lieu of the procedure and remedies prescribed by such sections of the Civil Service Law which shall not apply to employees.

8.2 Disciplinary Procedure

(a) Discipline shall be imposed only for just cause. Where the appointing authority or designee seeks the imposition of a loss of leave credits or other privilege, written reprimand, fine, suspension without pay, reduction in grade, or dismissal from service, notice of such discipline shall be made in writing and served, in person, by courier, or by registered or certified mail upon the employee. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places, and if the Employer claims that the employee has been charged with a crime for the alleged acts, the notice of discipline must identify the specific section of the Penal Law or other statute which the Employer claims the employee has been charged with violating, if known by the Employer. The employee shall be provided with two copies of the notice which shall include the statement, "You are provided two copies in order that one may be given to your representative. Your Union representative is NYSCOPBA."

(b) The Union grievance representative at the appropriate level shall be sent a copy of the notice of discipline within 24 hours of the service of a notice of discipline upon the employee. A copy of the notice of discipline will also be sent to the President of the Union.

(c) The penalty proposed may not be implemented until the employee (1) fails to file a disciplinary grievance within 14 days[3] of service of the notice of discipline, or (2) having filed a grievance, fails to file a timely appeal to disciplinary arbitration, or (3) having appealed to disciplinary arbitration, until and to the extent that it is upheld by the disciplinary arbitrator, or (4) until the matter is settled.

(d) The notice of discipline may be the subject of a disciplinary grievance which shall be served upon the department or agency head or his designee in person or by registered or certified mail within 14 days of the date of the notice of discipline by the employee or the Union. The employee or the Union shall be entitled to a meeting to present his position to the department or agency head or his designee within 14 days of the receipt of a disciplinary grievance, and upon consideration of such position, the department or agency head shall advise the Union of its response in writing by registered or certified mail within seven days of such meeting.

(e) If the disciplinary grievance is not settled or otherwise resolved, it may be appealed to disciplinary arbitration by the employee or the President of the Union (or his designee) within 14 days of the service of the department or agency head response. Notice of appeal to disciplinary arbitration shall be served, by personal service, registered or certified mail, with the Public Employment Relations Board, with a copy to the department or agency head, or designee.

(f) The Employer and the Union shall continue the procedure for the arbitration process which is now in existence as contained in the agreement with the Public Employment Relations Board dated December 28, 1979, and as amended hereinafter. Arbitration hearings may not be rescheduled without mutual consent of the parties.

(g) Either party wishing a transcript at a disciplinary arbitration hearing may provide for one at its expense and shall provide a copy to the arbitrator and the other party. Unless mutually agreed otherwise, transcripts must be requested prior to the first day of a disciplinary arbitration.

(h) Disciplinary arbitrators shall confine themselves to determinations of guilt or innocence and the appropriateness of proposed penalties, taking into account mitigating and extenuating circumstances. Disciplinary arbitrators shall neither add to, subtract from nor modify the provisions of this Agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty, or probable cause for suspension, pursuant to Section 8.4 of this Article, shall be final and binding upon the parties, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of the

[3] Unless otherwise specified days as used in this Article shall mean calendar days.

period of suspension. If the disciplinary arbitrator, upon review, finds probable cause for the suspension, he may consider such suspension in determining the penalty to be imposed.

(i) All fees and expenses of the arbitrator, if any, shall be divided equally between the Employer and the Union or between the Employer and the employee if such employee chooses not to be represented by the Union. Each party shall bear the costs of preparing and presenting its own case. The estimated arbitrator's fee and expenses and estimated expenses of the arbitration may be collected in advance of the hearing.

(j) In the event that any employee against whom disciplinary charges are brought by the Employer elects to be represented by any party other than the Union, such employee shall be individually responsible for all expenses which are incurred in connection with such disciplinary proceeding. No employee can be represented in such a disciplinary proceeding by any officer, executive board member, delegate, representative or employee of any actual or claimed employee organization or affiliate thereof other than NYSCOPBA.

8.3 Settlement

A disciplinary grievance may be settled at any time following the service of a notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be offered a reasonable opportunity to have his attorney or a Union representative present before he is required to execute it. The Union grievance representative at the appropriate level shall be provided with a copy of any settlement within 24 hours of its execution.

8.4 Suspension Before Notice of Discipline

(a) Prior to issuing a notice of discipline or the exhaustion of the disciplinary grievance procedure provided for in this Article, an employee may be suspended without pay by his appointing authority only pursuant to paragraphs (1) or (2) below.

(1) The appointing authority or his designee may suspend without pay an employee when the appointing authority or his designee determines that there is probable cause that such employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with its operations. Such determination shall be reviewable by a disciplinary arbitrator. A notice of discipline shall be served no later than seven days following any such suspension. At the time of suspension, the appointing authority or his designee shall set forth in writing to the employee the specific reasons for the suspension.

(2) The appointing authority or designee may with agency approval suspend without pay an employee charged with the commission of a crime. Such employee shall notify the appointing

authority in writing of the disposition of any criminal charge including a certified copy of such disposition within seven days thereof. Within 30 days following such suspension under this provision, or within seven days from receipt by the appointing authority of notice of disposition of the charge from the employee, whichever occurs first, a notice of discipline shall be served on such employee or the employee shall be reinstated with back pay. Nothing in this paragraph shall limit the right of the appointing authority or designee to take disciplinary action during the pendency of criminal proceedings.

(3) Upon the ratification of this Agreement, in the event that an employee is suspended without pay, the employee will have the option to draw from previously accrued annual leave, personal leave, holiday leave and/or compensatory leave upon written notification to their supervisor.

(4) When an employee has been suspended without pay, the agency or department meeting may be waived by the employee or by the Union with the consent of the employee at the time of filing the disciplinary grievance. In the event of such waiver, the employee or the Union shall file the grievance form within the prescribed time limits for filing an agency level grievance directly with PERB. The case shall be given priority in assignment.

(5) An employee who is charged with the commission of a crime, suspended without pay and subsequently not found guilty and against whom no in question, shall be reinstated with full back pay.

(6) During a period of suspension without pay pursuant to this section, the State shall continue to pay its share of the cost of the employee's health, dental and vision care coverage under Article 12 which was in effect on the day prior to the suspension provided that the suspended employee pay their share.

(7) For only those suspensions without pay under Article 8.4(a)(1) that are not cases subject to Article 8.9 or cases under Article 8.4(a)(2) where the employee is charged with the commission of a crime, the review process established by the Suspension Review side letter on page 174 may be invoked by the Union.

(b) A registered or certified letter notifying the President of the Union of any suspension under paragraph 8.4(a) above shall be sent within one day, excluding Saturdays, Sundays and holidays.

(c) Back Pay Award

Where an employee is awarded back pay, the amount to be reimbursed will be offset by unemployment insurance collected by the employee during the period that the back pay award covers. An award of back pay shall be deemed to include reimbursement of all other benefits including the accrual of leave credits and holiday leave.

8.5 Union Representation

An employee shall be entitled to be represented at a disciplinary grievance meeting or arbitration by a chief sector steward or designee. Such representatives shall not suffer any loss of earnings or be required to charge leave credits as a result of processing or investigating disciplinary grievances during such chief sector steward's or designee's scheduled working hours. Reasonable and necessary time spent in processing and investigating grievances, including travel time, during such chief sector steward's or designee's scheduled working hours shall be considered as time worked provided, however, that when such activities extend beyond such chief sector steward's or designee's scheduled working hours, such time shall not be considered as time worked. On the employee's prior written request at least 48 hours in advance, the Employer will make every effort to reschedule shift assignments so that meetings fall during working hours of Union representatives. Union staff may be present at disciplinary grievance meetings and arbitration proceedings.

8.6 Limitation

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

8.7 Other Actions

Shift, pass day, job transfer or other reassignment or assignments to another institution or work station shall not be made for the purpose of imposing discipline provided, however, that nothing in this section shall bar any action otherwise taken pursuant to this Article. A claimed violation of this section will be processed as an Article 7 grievance.

8.8 Expedited Discipline Procedure

(a) This is to confirm the agreement between the parties to establish an Expedited Disciplinary Arbitration Procedure (Procedure) for the members of the Security Services Unit.

(b) As soon as possible after the effective date of this agreement, the parties shall select arbitrators to serve on the expedited arbitration panel. This Panel will be administered by the New York State Public Employment Relations Board or other mutually agreed upon administrator. The Panel shall be

administered pursuant to criteria to be developed by the parties which shall include specific guidelines to the arbitrators on the authority to grant or deny extensions of time frames over the objection of a party to the dispute. The initial arbitrator selection will occur by rotation. If an arbitrator on the panel does not have an available hearing date within the time frames specified by this procedure, the next arbitrator on the panel with an available date will be selected in accordance with the criteria developed by the parties.

(c) All disciplinary grievances involving the suspension without pay of an employee pursuant to Article 8.4 may be submitted by the employee or the Union to expedited arbitration. The Department will not regularly nor unreasonably deny the submission to expedited arbitration. Except as expressly altered by this Section, the substantive and procedural provisions of Article 8 remain in effect.

(d) The time limits in Article 8.2(d) for filing a disciplinary grievance remain applicable under this procedure. The employee or the Union still must file a disciplinary grievance within 14 calendar days of the date of the notice of discipline, either by personal service or by registered or certified mail.

(e) Within 14 calendar days of the date the disciplinary grievance is mailed, or if personally served, the date of service, the Union, or the employee if not represented by the Union, may provide written notice to the department or agency head or designee that the grievance is submitted to the expedited arbitration procedure. This notice must be provided by personal service or by registered or certified mail and is effective when served or mailed. In addition, a copy of this written notice shall simultaneously be provided to the administrator of the expedited arbitration panel. If the department or agency cannot accept the submission for expedited arbitration, the department or agency head or designee has 7 calendar days from receipt of the notice to inform the union, or employee if the employee is not represented by the Union, of the reasons that the matter cannot be accepted for expedited arbitration or to agree to extended timeframes that are mutually acceptable to the parties if the department or agency can accommodate such request to extend such timeframes.

(f) The department or agency head or designee shall, within 15 business days of receipt of the notice of expedited arbitration, provide to the employee's representative a list of witnesses the Employer might call on its direct case at the hearing, copies of any written statements in the possession of the Employer made by those witnesses, copies of any written statement in the Employer's possession made by the grievant, copies of any other documents the Employer intends to introduce at the hearing. If the Employer might introduce such documents at the hearing, the Employer shall also provide a copy of the grievant's performance evaluations and copies of their prior disciplinary charges, awards or settlements. If the hearing is scheduled within 15 business days of the receipt of notice of expedited arbitration, the department or agency head or designees shall have one-half the number of days between the receipt of

notice and the hearing date to provide the information. If this results in a number involving a part of a day the number shall be rounded up. After the information is provided, to the extent that the Employer determines that additional witnesses will be called or that additional documents will be produced, the Employer will provide this information to the employee's representative at least two business days before the hearing unless such witnesses or documents are not known at the time.

(g) Within 15 business days after receipt of the above information from the Employer, but in any event no fewer than five calendar days prior to the date of the hearing, the employee or employee's representative will provide to the Employer a list of potential witnesses the employee or employee's representative might call at the hearing, as well as copies of any documents that the employee or employee's representative intends to introduce at the hearing.

(h) The names of rebuttal witnesses shall be provided in advance of the hearing whenever possible. In the event that an additional hearing date is scheduled for the purpose of rebuttal, the names of rebuttal witness shall be exchanged at least 3 business days prior to the hearing.

(i) The arbitrator is expressly authorized to hear and determine any disputes arising out of the obligations of the parties to exchange the information and documents referenced in paragraphs (f), (g) and (h), above, and will be guided by the criteria provided by the parties in doing so. However, the arbitrator shall not have any authority to dismiss either party's case nor bar use of such information and documents for a failure to comply with the time frames in those paragraphs but will have the authority to take other appropriate remedial action.

(j) The hearing under this procedure must be completed within 90 calendar days of the filing of the notice of expedited arbitration. The parties are encouraged to stipulate to any facts not in dispute. Closing arguments may be oral or written, but if written, must be submitted within five business days of the close of the hearing. The arbitrator shall make an award within 10 business days of the close of the hearing or receipt of closing arguments, where applicable.

(k) The parties may mutually agree to extend any of the time limits in this procedure. In the event that an agreement on a time extension cannot be reached, the arbitrator is expressly authorized to determine, based on criteria provided by the parties, whether to grant or deny the extension, and under what conditions, including whether to grant or deny a request to return an employee to the payroll or toll back pay to an employee for any period of delay caused by the requested extension.

(l) Business days are defined as Monday through Friday excluding all holidays referenced in Article 16.5 except Election Day and Lincoln's Birthday.

(m) Where an agency chooses to exercise its limited ability to opt out of the Expedited Arbitration Procedure and move a case to "full" Article 8 arbitration, upon the union's request, the Director of OER, or designee, shall review the reasons for such opt out and, if such reasons are found lacking, shall order the case to proceed under the Expedited Arbitration Procedure.

8.9 Tri-Partite Discipline Process

(a) The parties have agreed to establish special procedures, including certain mandatory penalties in lieu of those procedures elsewhere in Article 8, for the following allegations of misconduct:

(1) using excessive force against an inmate, parolee, patient or ward of the State;

(2) sexual offense as defined by the penal law with an inmate, parolee, patient or ward of the State; or

(3) distributing, or possessing with the intent to distribute, drugs or other dangerous contraband (intoxicants, Class A tools, cell phones) to inmates, parolees, patients or wards of the State.

(b) If an employee is charged in a notice of discipline with one or more of the offenses in Article 8.9(a), such notice of discipline shall be decided by a tripartite panel consisting of a neutral arbitrator, a panel member appointed by the Appointing Authority and a panel member appointed by NYSCOPBA.

(c) The neutral arbitrator shall be selected from a panel of arbitrators established by joint agreement of NYSCOPBA and OER. Once the panel is established, the arbitrators shall be rotated in order as each case arises. A neutral arbitrator can be skipped only by agreement of the parties; however, nothing herein prevents the recusal of a neutral arbitrator pursuant to any conflicts the neutral arbitrator has with hearing the matter. Each of the parties is to bear the cost of its panel member and each of the respective parties is to share equally in the cost of the neutral member. The neutral member shall be chosen as chairperson. The determination of the tripartite panel shall be final and binding on the parties and shall be subject to review by a court of competent jurisdiction pursuant to CPLR Article 75. The burden of proof before the panel shall be on the employer to prove the charges by a preponderance of the evidence and on the grievant to prove any affirmative defense raised. The panel shall not have the authority to impose any other burden of proof upon the employer. A finding of guilt on any charge only requires the agreement of two of the three tripartite arbitration panel members. The tripartite arbitration panel shall conduct a hearing in such manner as otherwise agreed to by the parties and if needed, the parties shall issue joint instructions to the panel on the conduct of such proceedings.

(d) If a tripartite arbitration panel, following a completed arbitration hearing, finds that an employee is guilty of charges under subsections (a)(2) or (a)(3) above, the penalty for said misconduct shall be termination from employment and loss of accumulated vacation credits.

(e) If a tripartite panel, following a completed arbitration hearing, finds an employee to have used excessive physical force against an inmate, parolee, patient or ward of the State that caused serious physical injury as defined by Penal Law §10(10), and under circumstances where the panel finds the actions of the employee were not taken in a good-faith effort to maintain or restore discipline but were done maliciously and sadistically to cause harm, the penalty shall be termination and loss of accumulated vacation credits.

(f) For notices of discipline alleging excessive force against an inmate, parolee, patient, or ward of the State where the panel does not, following a completed arbitration hearing, find all the conditions described in subsection (e) above to have occurred, the panel may impose a penalty from within the range of penalties currently prescribed in Article 8. However, the panel shall not, in its determination of a penalty, give any weight or consideration to the fact that a penalty for such conduct has not been prescribed by this Article.

(g) The parties agree that such panel of neutral arbitrators shall receive training regarding this process and the standards thereunder before any neutral member may serve as a member of the panel. The parties shall conduct such training as soon as the panel is constituted and every three years thereafter.

8.10 Suspension Review Procedure

(a) For only those suspensions without pay under Article 8.4(a)(1) that are not cases subject to Article 8.9 or cases under Article 8.4(a)(2) where the employee is charged with the commission of a crime, the following review process may be invoked:

(1) Within five (5) business days of an employee's suspension or NYSCOPBA's receipt of the NOD, NYSCOPBA may request that the Article 7 "triage" arbitrator review, as quickly as can be scheduled, the reasons for the suspension under Article 8.4(a)(1) to see if such suspension should be initially upheld and continue.

(2) For the purpose of such review, the Article 7 "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 a review, NYSCOPBA shall email the "triage" arbitrator (copying the Employer's representative and OER), 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 NYSCOPBA's request for a review, the Employer's representative and NYSCOPBA 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 OER 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 NYSCOPBA, 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
8.4(a)(1) 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 8 Arbitrator who hears a NOD from deciding guilt or innocence of an employee and, if guilty, what the appropriate penalty may be. The Article 8 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 Article 8 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 8 arbitrator who hears the NOD shall not be authorized to consider the lack of a suspension in determining an appropriate penalty.

(b)The parties hereby establish a labor/management committee to address any issues arising out of the implementation of this side letter, including, but not limited to, the impacts upon the time and attention of the "triage" arbitrator.

ATTACHMENT F – ARTICLE 9 – OUT-OF-TITLE WORK

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

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

9.2(a) A grievance alleging violation of this Article shall be filed directly with the agency head or designee by the employee or NYSCOPBA in writing on forms provided by the State with a copy of that grievance being simultaneously filed with the facility or institution head or designee. An opinion shall be issued by the agency as soon as possible, but no later than 20 calendar days following receipt of the grievance. The distribution of that opinion shall include the grievant and regional NYSCOPBA Vice President or Business Agent.

(b)(1) If not satisfactorily resolved at the agency level, an appeal may be filed by NYSCOPBA with the Director of the Office of Employee Relations within ten calendar days of receipt of the agency opinion. Such appeal shall include a copy of the original grievance and the agency opinion. After receipt of such appeal, the Director of the Office of Employee Relations shall seek an opinion from the Director of Classification and Compensation. Such appeal shall be processed in accordance with the provisions of Article 9.2(c), (d) and (e).

(2) If the grievance is sustained by the agency and a monetary award is recommended, a request for affirmation of the agency decision shall be filed by the agency with the Director of Classification and Compensation within fifteen calendar days of issuance of the agency opinion. Copies of the request for affirmation shall be sent to the Director of the Office of Employee Relations and NYSCOPBA, such requests shall be processed in the manner of an appeal in accordance with the provisions of Article 9.2(c), (d) and (e). The request for affirmation shall include a copy of the original grievance and agency opinion. No monetary award may be granted without an affirmative recommendation by the Director of the Office of Employee Relations.

(c) After receipt of an appeal, the Director of Classification and Compensation shall review and formulate an opinion concerning whether or not the assigned duties are substantially different from those

appropriate to the title to which the employee is certified. The Director of Classification and Compensation shall within sixty (60) calendar days of receipt of the appeal, forward their opinion to the Director of the Office of Employee Relations for implementation.

(d) If such opinion is in the affirmative, the Director of the Office of Employee Relations or the Director's designee shall direct the appointing authority forthwith to discontinue such assignment.

(1) If such substantially different duties are found to be appropriate to a lower salary grade or to the same salary grade as that held by the affected employees, no monetary award may be issued.

(2) If, however, such substantially different duties are found to be appropriate to a higher salary grade than that held by the affected employee, the Director of the Office of Employee Relations shall issue an award of monetary relief, provided that the affected employee has performed work in the out-of-title assignment for a period of one or more days. And, in such event, the amount of such monetary relief shall be the difference between what the affected employee was earning at the time he or she performed such work and what he or she would have earned at that time in the higher salary grade title, but in no event shall such monetary award be retroactive to a date earlier than fifteen (15) calendar days prior to the date of certified mailing of the grievance to the agency, or date filed with the facility or unit head or designee, whichever is later.

(3) In the event a monetary award is issued, the State shall make every effort to pay the affected employee within three (3) bi-weekly payroll periods, after the issuance of such award.

(e) Notwithstanding the provisions of subdivisions (d), if such substantially different duties were assigned by proper authority during the continuance of a temporary emergency situation, the Director of the Office of Employee Relations or the Director's designee shall dismiss the grievance.

9.3 Where NYSCOPBA alleges that there exists a dispute of fact, NYSCOPBA may, within thirty (30) calendar days of the date of the decision, file an appeal with the Director of the Office of Employee Relations. Such appeal shall include documentation to support the factual allegations. The appeal shall then be forwarded by the Director of the Office of Employee Relations to the Director of Classification and Compensation for reconsideration. The Director of Classification and Compensation shall reconsider the matter and shall, within thirty (30) calendar days, forward an opinion to the Director of the Office of Employee Relations. The latter shall act upon such opinion in accordance with the provisions of Article 9.2(d) and (e) above.

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

ATTACHMENT G – ARTICLE 10 – REVIEW OF PERSONAL HISTORY FOLDER

10.3 An employee may, at any time, request and be provided copies of all documents and notations in his official personal history folder of which the employee has not previously been given copies. If such file is maintained at a location other than the region or facility in which the employee works, it shall be forwarded to the employee's region or facility for requested review by the employee. Where feasible, review of personal history folders shall be through electronic transmission of such file.

10.5 =

Upon an employee's written request, material over three (3) years old shall be removed from the personal history folder, except performance evaluations, personnel transactions, pre-employment materials and notices of discipline and all related records. Any material may be removed from the employee's personal history folder upon mutual agreement of the employee and the official designated by the agency.

10.9 The parties agree to meet and confer, as appropriate, over any planned move from paper to electronic personal history folders.

ATTACHMENT H(1) – ARTICLE 12 – HEALTH INSURANCE

1. The State shall continue to provide all the forms and extent of coverage as defined by the contracts and Interest Arbitration Awards in force on March 31, ~~2016~~**2023,** with the State health and dental insurance carriers unless specifically modified or replaced pursuant to this Agreement.
2. Eligibility
   (a) A permanent full-time employee who loses employment as a result of the abolition of a position shall continue to be covered under the State Health Insurance Plan for one year following such layoff or until re-employment by the State or employment by another Employer, in a benefits eligible position, whichever occurs first. The premium contribution required of preferred list eligibles for such continuation shall be the same as the premium contribution required of an active employee.
   (b) Covered dependents of employees who are activated for military duty as a result of an action declared by the President of the United States or Congress shall continue health insurance coverage with no employee contribution for a period not to exceed 12 months from the date of activation, less any period the employee remains in full pay status. Contribution free health

insurance coverage will end at such time as the employee's active duty is terminated, 12 months have expired, or the employee returns to State employment whichever occurs first.

(c) Covered dependent students shall be provided with dental and vision benefits including a three-month extended benefit period upon completion of each semester of study. The benefit extension will begin on the first day of the month following the month in which dependent student coverage would otherwise end, and will last for three months, or until such time as eligibility would otherwise be lost under existing plan rules. Pursuant to the 2010 Federal Patient Protection and Affordable Care Act, dependents up to age 26 shall be eligible for health insurance, including prescription drug benefits. **Effective as soon as practicable after ratification of this agreement, covered dependents shall be eligible for dental and vision benefits until the end of the month in which they turn age 26 and the extended benefit period will no longer be in effect.**

(d) Domestic Partners who meet the definition of a partner and can provide acceptable proofs of financial interdependence, as outlined in the Affidavit of Domestic Partnership and Affidavit of Financial Interdependency shall continue to be eligible for health ~~care~~**, dental and vision** coverage.

(e) ~~Effective April 1, 2010 a~~**A** permanent full-time employee who is removed from the payroll due to an assault as described in Article 14.9 and is granted Workers' Compensation for up to 24 months shall remain covered under the State Health Insurance Plan for the same duration and will be responsible for the employee share of premium.

3. Benefits Management Program

(a) Pre-certification shall be required for all elective inpatient confinements and prior to certain specified medical procedures to provide an opportunity for a review of diagnostic procedures for appropriateness of setting and effectiveness of treatment alternatives.

(a) A call to the Benefits Management Program will be required within 48 hours of admission for all emergency or urgent admissions to permit early identification of potential "case management" situations.

(b) The hospital deductible amount imposed for noncompliance with pre- certification requirements will be $200. This deductible will be fully waived in instances where the medical record indicates that the patient was unable to make the call. In instances of non-compliance, a retroactive review of the necessity of services received shall be performed.

(c) Any day deemed inappropriate for an inpatient setting and/or not medically necessary after exhausting the internal and external appeal processes will be excluded from coverage under the Empire Plan.

(d) Pre-certification will be required prior to maternity admissions in order to highlight appropriate prenatal services and reduce costly and traumatic birthing complications. **Effective January 1, 2020, the requirement for pre-certification of maternity admissions for the birth of a child shall be eliminated. Pre-certification is still required for admissions to the hospital related to pregnancy complications prior to birth, and if the mother and/or the newborn are hospitalized for more than 48 hours for a vaginal delivery or 96 hours for a cesarean delivery.**

(e) Pre-certification will be required prior to an admission to a Skilled Nursing Facility (SNF). ~~Effective June 1, 2019, a~~**A**dmission to a skilled nursing facility shall be covered up to 120 days of medically necessary care. Each day in a skilled nursing facility counts as one-half benefit day of care.

(b) The Prospective Procedure Review Program (PPR) will screen for the medical necessity of certain

listed diagnostic procedures which, based on Empire Plan experience, have been identified as potentially unnecessary or over-utilized.

(a) The Empire Plan Benefits Management Program Prospective Procedure Review requirement will include Magnetic Resonance Imaging (MRI). The current PPR notification requirement for MRIs will expand to include CAT and PET scans, nuclear medicine and MRAs performed at the outpatient department of a hospital, a participating provider office or a free-standing facility. The list of procedures will undergo annual evaluation by the Medical Carrier. ~~Effective April 1, 2010 a more managed approach to radiological procedures will be implemented.~~

(b) The Medical Component Insurer will improve the effectiveness of the benefit by re-enforcing credentialing requirements and "best practices" with Radiologists and other providers involved in providing radiological services to Empire Plan enrollees.

(c) Enrollees will be required to call the Benefits Management Program for Pre-certification when a listed procedure is recommended. Enrollees will be requested to call two weeks before the date of the procedure.

(d) Current co-insurance levels will apply for failure to comply with the requirements of the Prospective Procedure Review Program.

4. Hospital Services

(a) Network Services

The Hospital component (inpatient and outpatient services) of the Empire Plan is as follows:

(1) The Hospital carrier will establish a network of hospitals (acute care/general hospitals, skilled nursing facilities and hospices) throughout the United States.

(2) Any hospital that does not enter into a participating agreement with the hospital carrier will be considered to be a non-network facility.

(3) Anesthesiology, pathology and radiology services received at a network hospital shall be paid-in-full less any appropriate copayment even if the provider is not participating in the Empire Plan participating provider network under the medical component.

(4) Covered services received at a network hospital will be subject to the following copayment(s):

i. Hospital Inpatient services: paid-in-full

ii. Hospital Emergency room: $100

iii. Hospital Outpatient surgery: $95

iv. Hospital Outpatient diagnostic radiology and laboratory tests: $50

v. Hospital Outpatient Physical Therapy: $25

vi. Hospital Outpatient services covered under the hospital contract at an urgent care center or hospital extension clinic: $50

(5) Hospital outpatient copayment(s) will be waived in the following situations:

i. Persons admitted to the hospital as an inpatient directly from the outpatient setting or emergency room

ii. Pre-admission testing/pre-surgical testing prior to an inpatient admission

iii. Covered chronic care services including chemotherapy, radiation therapy, and hemodialysis

iv. **Covered preventive care services, as defined in the 2010 Federal Patient Protection and Affordable Care Act, shall be paid-in-full (not subject to copayment) when received at a network hospital or**

extension clinic from a participating provider.

(6) Coverage for services provided in the outpatient department of a hospital includes services provided in a remote location of the hospital (hospital owned and operated extension clinics).

i. Covered outpatient services provided in such remote location of the hospital are subject to the applicable outpatient hospital copayment **as described in 12.4(a)(4)(vi) of this agreement.**

ii. Effective February 1, 2023, hospital extension clinic facility fees shall be waived; applicable hospital outpatient service copayment(s) remain in effect.

(7) Effective January 1, 2024, The Empire Plan will implement a Site of Care (SOC) Redirection Program for drug infusions for Empire Plan-primary members only. Drugs used to treat cancer and hemophilia are excluded from this program. The Program shall be administered pursuant to the Site of Care Redirection Program for Infusions Sideletter. The Joint Committee on Health Benefits will meet regularly to discuss and oversee the implementation and administration of the program, including how access to care and medical concerns will be addressed. Upon implementation, the medical or prescription drug copayments associated with infusions under the Site of Care Redirection Program will be waived when the enrollee uses a non-hospital infusion site of care.

(b) Non-Network **Hospital** Services

Any hospital that does not enter into a participating agreement with the hospital carrier shall be considered a non-network facility.

(1) Covered inpatient services received at a non-network hospital will be reimbursed at 90 percent of charges.

(2) Covered outpatient services received at a non-network hospital will be reimbursed at 90 percent of charges or a $75 copayment whichever is greater. The non-network outpatient coinsurance shall be applied toward the annual coinsurance maximum.

(3) Covered expenses for hospital services shall be included in the combined coinsurance maximum reflected in Section 12.5 ~~(d)(4)~~**(b)(2)** of this Agreement.

(4) Services received at a non-network hospital shall be reimbursed at the network level of benefits under the following situations:

(a) emergency outpatient/inpatient treatment~~,~~

(b) inpatient/outpatient treatment only offered by a non-network hospital~~, and~~

(c) inpatient/outpatient treatment in geographic areas where access to a network hospital exceeds 30 miles or does not exist~~, and/or~~

(d) care received outside of the US.

5. Medical Services

(a) Network Benefits

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

(1) Medical Copayments

Covered services rendered by participating providers are subject to the following copayment(s):

(a) Office visits: $25
(b) Physical therapy visits: $25
(c) Specialty visits: $25
(d) Office Surgery visits: $25
(e) Radiology services: $25
(f) Laboratory services: $25
(g) Urgent Care centers under the medical contract: $30
(h) Ambulatory Surgical Center: $50
(i) Local professional ambulance transportation: $70
(j) Volunteer ambulance: **described under section 12.5(b)(3)**

(2) Medical copayments are subject to the following provisions:

(a) Covered preventive care services, as defined in the 2010 Federal Patient Protection and Affordable Care Act, shall be paid-in-full (not subject to copayment) when received from a participating provider.

(b) Office visit charges by participating providers for well childcare will be excluded from the office visit copayment.

(c) Charges by participating providers for professional services for allergen immunotherapy in the prescribing physician's office or institution and chronic care services for chemotherapy, radiation therapy, or hemodialysis will be excluded from the office visit copayment.

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

(e) Anesthesiology, radiology and laboratory tests performed on-site on the day of surgery shall be included in ~~this~~ **the** single **ambulatory surgery center visit** copayment.

(f) Outpatient radiology services and laboratory services rendered during a single visit by the same participating provider will be subject to a single copayment.

(g) Effective July 1, 2024, the following covered services rendered by a participating provider in a single visit will be subject to a single $25 copayment per covered individual: office visit, office surgery, radiology or diagnostic/laboratory service.

(3) Network Out-of-Pocket Limit. The amount paid for network services/supplies is capped at the out-of-pocket limit. Network expenses include copayments made to providers, facilities and pharmacies. Once the out-of-pocket limit is reached, network benefits are paid in full. The Network Out-of-Pocket Limit is set by the Federal Affordable Care Act.

(a) Effective July 1, 2024, the maximum out-of-pocket limit for covered, in-network services under the Empire Plan will be $4,000 for individual coverage and $8,000 for family coverage, split between the hospital, medical/surgical, mental health and substance use and prescription drug programs.

(b) Effective January 1, 2025, and annually thereafter, the Network Out-of-Pocket Limit will increase by the percentage of the salary increase from the prior calendar year.

~~(4)~~ Acupuncture: The Empire Plan will continue to offer medically necessary acupuncture services through the participating provider network. Effective July 1, 2024, coverage for acupuncture services performed by an out-of-network provider will be limited to twenty (20) visits per calendar year per individual. This shall not apply to acupuncture visits performed by an in-network provider.

~~(5)~~ Massage Therapy: Effective July 1, 2024, therapeutic massage services including effleurage, petrissage, and/or tapotement (stroking, compression, percussion) will be

subject to an annual visit limit of 20 visits per enrollee per calendar year. Other manual therapies, provided in conjunction with other physical medicine services covered based on medical necessity, are not subject to this calendar year maximum.

(6) Guaranteed Access

~~Effective October 1, 2012,~~ t**T**he Empire Plan medical carrier will implement a Guaranteed Access Program for primary care physicians and core provider specialties. Under the Guaranteed Access Program, if there are no participating providers available within the access standards, enrollees shall receive paid-in-full benefits (less any appropriate copayment).

~~The State shall require the insurance carriers to continue to actively seek new participating providers in regions that are deficient in the number of participating providers, as determined by the Joint Committee on Health and Dental Benefits.~~

(7) Licensed and certified nurse practitioners and convenience care clinics shall be available as participating providers in the Empire Plan subject to the applicable participating provider copayment.

(8) Managed Physical Medicine Program (MPMP)

The Empire Plan's medical care component will offer a comprehensive managed care network benefit for the provision of medically necessary physical medicine services, including physical therapy and chiropractic treatments as follows:

(a) Authorized network care will be available, subject only to the Plan's participating provider office visit copayments.

(b) Non-network medically necessary care, at enrollee choice, will also be available, subject to a $250 annual deductible per enrollee, $250 per spouse and $250 deductible for one or all dependent children and a maximum payment of 50 percent of the network allowance for the service provided. The amount applied toward satisfaction of the deductible will be the amount you actually paid for medically necessary services covered under the MPMP or the Managed Physician Network allowance for such services, whichever is less.

- Deductible/coinsurance payments will not be applicable to the Plan's annual basic medical deductible/coinsurance maximums **as described in section 12.5(b)(1) and 12.5(b)(2)**.

(9) The Home Care Advocacy Program (HCAP)

The Empire Plan shall continue to provide services in the home for medically necessary private duty nursing, home infusion therapy, and durable medical equipment **as follows:** ~~under the participating provider component of The Empire Plan. Effective April 1, 2010 language under the Home Care Advocacy Program for the purchase of durable medical equipment shall be modified as follows:~~

(a) ~~Effective April 1, 2010 language under the Home Care Advocacy Program for the purchase of~~ Durable Medical Equipment ~~shall be modified as follows:~~

- Benefits are available for the most cost-effective equipment as meets the patient's functional need
- Benefits are provided for a single unit of equipment and repair or replacement as necessary.

(b) HCAP non-network benefit**s** for individuals who fail to have medically necessary designated HCAP services and supplies pre-certified by calling HCAP and/or individuals who use a non-network provider shall be subject to the following provisions:

i. Where nursing services are rendered, the first 48 hours of nursing care shall not

be a covered expense.

ii. Services (including nursing services), equipment and supplies shall be subject to the annual basic medical deductible and reimbursed at 50 percent of the HCAP network allowances; the basic medical out-of-pocket maximum shall not apply to HCAP designated services, equipment and supplies.

(c) Mastectomy Brassieres prescribed by a physician, including replacements when it is functionally necessary to do so, shall be a covered benefit under the basic medical component of the Empire Plan. **Effective July 1, 2024, mastectomy brassieres shall be a covered-in-full benefit, not subject to deductible or coinsurance**.

(d) External mastectomy prostheses is a covered in full benefit not subject to deductible or coinsurance. Coverage is provided by the medical carrier as follows:

~~i.~~ Benefits are available for one single/double mastectomy prosthesis in a calendar year.

~~ii.~~ Pre-certification through the Home Care Advocacy Program is required for any single external prosthesis costing $1,000 or more.

~~iii.~~ If a less expensive prosthesis can meet the individual's functional needs, benefits shall be available for the most cost-effective alternative.

~~(e)~~ The Empire Plan medical carrier will make available a network of prosthetic and orthotic providers ~~established by the Empire Plan medical carrier~~.

i. Prostheses or orthotics obtained through an approved prosthetic/orthotic network provider shall be paid in full under the participating provider component of the Empire Plan, not subject to copayment.

ii. For prostheses or orthotics obtained other than through an approved prosthetic/orthotic network provider, reimbursement shall be made under the basic medical component of the Empire Plan, subject to deductible and coinsurance.

iii. If more than one prosthetic or orthotic device can meet the individual's functional needs, benefits shall be available for the most cost-effective piece of equipment. Benefits are provided for a single-unit prosthetic or orthotic device except when appropriate repair and/or replacement of devices are needed.

(f) ~~Effective January 1, 2010, a~~**A**n annual diabetic shoe benefit ~~shall be~~**is** available through the Home Care Advocacy Program under the medical carrier.

i. Network coverage benefits are paid at 100% with no out-of- pocket cost up to a $500 annual maximum.

ii. Non-network coverage for diabetic shoes obtained other than through the Home Care Advocacy Program, shall be reimbursed under the basic medical component of the Empire Plan, subject to deductible and the remainder paid at 75% of the network allowance, up to a maximum annual allowance of $500.

12.5 (b) Non-network Medical Benefits (Basic Medical Services)

The annual and lifetime maximum for each covered person under the basic medical component shall be unlimited. The Empire Plan participating provider schedule of allowances and the basic medical reasonable and customary levels will be no less than the levels in effect on March 31, ~~1995~~**2023**. The basic medical component shall pay 80 percent reimbursement of ~~reasonable and customary charges~~ **allowed amounts** for covered expenses in a calendar year until the coinsurance maximum is reached, then 100 percent of ~~reasonable and customary covered expenses~~ **allowed amounts** as described below. **Effective July 1, 2024, when non-participating providers are used, benefits will be paid at the rate of 275 percent of the**

Medicare Physician Fee Schedule in effect on the date of service. Benefits will continue to be subject to deductible, coinsurance, and calendar year and lifetime maximums.

(1) Annual Deductible

Covered expenses for basic medical services, mental health and/or substance use treatments and home care advocacy services will be included in determining the basic medical component deductible. Covered expenses for physical medicine services are excluded in determining the basic medical component deductible. The annual basic medical program deductible shall be as follows:

- $1,250 per enrollee
- $1,250 per the enrolled spouse/domestic partner, and
- $1,250 per all enrolled dependent children combined

The annual basic medical program deductible shall be reduced for employees in a title Salary Grade 6 or below, or employees equated to a title position Salary Grade 6 or below as follows:

- $625 per enrollee
- $625 per the enrolled spouse/domestic partner, and
- $625 per all enrolled dependent children combined

(2) Annual Coinsurance Maximum

Coinsurance amounts incurred under the Basic Medical, Hospital, and Mental Health and Substance Use (MHSU) Programs are applied to the combined annual coinsurance maximum. Copayments for participating provider and network MHSU practitioner services also count toward the combined annual coinsurance maximum. The office visit, office surgery, outpatient radiology and laboratory copayment amounts may be applied against the basic medical coinsurance maximum, however, they shall not be considered covered expenses for basic medical payment. The annual basic medical program coinsurance shall be as follows:

- $3,750 per enrollee,
- $3,750 for the enrolled spouse/domestic partner, and
- $3,750 for all enrolled children combined.

The annual basic medical program deductible shall be reduced for employees in a title Salary Grade 6 or below, or employees equated to a title position Salary Grade 6 or below as follows:

- $1,875 per enrollee,
- $1,875 per enrolled spouse/domestic partner, and
- $1,875 for all enrolled children combined.

(3) Volunteer ambulance transportation is reimbursed at the current rate of $50 for under 50 miles and $75 for 50 miles or over. Volunteer ambulance transportation donation amounts are not subject to deductible or coinsurance.

(4) A Basic Medical Provider Discount Program is available through the basic medical component of the Empire Plan. Empire Plan enrollees will have access to an expanded network of providers through an additional provider network. Basic Medical provisions will apply to the providers in the expanded network option (deductible and 20 percent coinsurance)

(a) Payment shall be made by the Plan directly to the discount providers, no balance billing of discounted rate shall be permitted.

(b) This program is offered as a pilot program and will terminate on December 31, 20~~12~~**23** unless extended by agreement of both parties.

~~(5)~~ Services for examinations and/or purchase of hearing aids shall be a covered basic medical benefit not subject to deductible or coinsurance. The hearing aid reimbursement is $1,500 per hearing aid, per ear, once every four years, not subject to deductible or coinsurance. For

children 12 and under, the same benefits can be available after 24 months, when it is demonstrated that a covered child's hearing has changed significantly, and the existing hearing aid(s) can no longer compensate for the child's hearing impairment. ~~Coincident with the implementation of the hearing aid allowance, if a significant change in hearing occurs and the existing hearing aid(s) can no longer compensate for the hearing impairment, eligible enrollees over the age of 12 may be eligible to receive the benefit prior to 4 years.~~

(6) Employees and their covered spouses 40 years of age and older shall be allowed reimbursement up to 100% of the ~~reasonable and customary~~ **allowed** charge annually towards the cost of a routine physical examination by a non-participating provider. These benefits shall not be subject to deductible or coinsurance.

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

12.6 Empire Plan Enhancements

In addition to the basic Empire Plan benefits, the Empire Plan for enrollees shall include:

(1) Immunizations

The cost of certain injectable adult immunizations shall be a covered expense, subject to copayments, under the participating provider portion of the Empire Plan.

(a) ~~Effective October 1, 2011, n~~No copayment shall be required for the following list of immunizations: Influenza, Pneumococcal Pneumonia, Measles, Mumps, Rubella, Varicella, Human Papilloma Virus (HPV), Meningococcal Meningitis, Tetanus, Diptheria, Pertusis (Td/Tdap), Hepatitis A, Hepatitis B, **Herpes Zoster (Shingles)** and **COVID-19. Adult Vaccines** shall be **administered consistent with guidance provided by the Centers for Disease Control and Prevention Advisory Committee on Immunization Practices or other federal entity.** ~~subject to protocols developed by the medical program insurer. The Herpes Zoster (Shingles) vaccine for patients under age 60 will be subject to copayment. Effective April 1, 2018, age limits and copayments for the Herpes Zoster (Shingles) vaccine will be covered according to The Empire Plan Certificate.~~

(b) Routine pediatric care including all preventive pediatric immunizations, both oral and injectable, shall be considered a covered medical expense under the participating provider component and the basic medical component. Influenza **and COVID-19** vaccines shall be on the list of pediatric immunizations, subject to appropriate protocols, under the participating provider and basic medical components of the Empire Plan.

(2) The Empire Plan hospital program shall include voluntary "Centers of Excellence" programs as follows:

(a) For organ and tissue transplants, The Centers shall be required to provide pre-transplant evaluation, hospital and physician service (inpatient and outpatient), transplant procedures, follow-up care for transplant related services and any other services as identified during implementation as part of an all-inclusive global rate. A travel allowance for transportation and lodging shall be included as part of the Centers of Excellence program.

(b) The Empire Plan Centers of Excellence Programs includes Cancer Resource Services. The Cancer Resource Program shall provide:

i. Direct telephonic nurse consultations
ii. Information and assistance in locating appropriate care centers
iii. Connection with cancer experts at Cancer Resource Services network

facilities

iv. There is no lifetime maximum for travel and lodging expenses

v. Paid-in-full reimbursement for all services provided at a Cancer Resource Services network facility when the care is pre-certified

vi. ~~Effective April 1, 2010 t~~**T**he travel allowance for the Centers of Excellence Programs ~~shall be modified to~~ reimburse**s** meals and lodging at the Federal Government rate.

(c) The Empire Plan participating provider and basic medical coverage for the treatment of infertility ~~shall be modified~~ **is** as follows:

i. Access to designated "Centers of Excellence" including a travel benefit, ~~Effective April 1, 2010 t~~**T**~~he travel allowance for the Centers of Excellence Programs shall be modified to reimburse~~ **which includes** meals and lodging at the Federal Government rate.

ii. Prior authorization required for certain procedures. **Effective January 1, 2020, no prior authorizations will be required.**

iii. Covered services include: patient education and counseling, diagnostic testing, ovulation induction/hormonal therapy, surgery to enhance reproductive capability, artificial insemination and Assisted Reproductive Technology procedures.

iv. **Effective January 1, 2020, standard fertility preservation services are covered when a medical treatment will directly or indirectly lead to infertility. Exclusions include: experimental infertility procedures, costs for and relating to surrogacy, (however, maternity services are covered for you when acting as a surrogate), donor services/compensation charged in facilitating with pregnancy.**

v. Treatment of covered enrollees and covered dependents under the Empire Plan.

vi. The lifetime coverage limit per individual is $50,000. **Effective January 1, 2020, infertility benefits will be provided for covered enrollees or covered dependents for a minimum of three IVF cycles per lifetime and will not be subject to the $50,000 Lifetime Maximum; standard fertility preservation services are covered when a medical treatment will directly or indirectly lead to infertility. Fertility preservation services are not subject to the lifetime maximum of $50,000 per covered individual.**

(3) The medical component of the Empire Plan shall include a voluntary nurse-line feature to provide both clinical and benefit information through a toll-free phone number.

(4) ~~Effective January 1, 2010 p~~**P**rosthetic wigs ~~shall be~~ **are** a covered basic medical benefit and shall be reimbursed up to a lifetime maximum of $1500**,** not subject to deductible or coinsurance.

(5) ~~Effective April 1, 2010 t~~**T**he Empire Plan medical carrier shall contract with Diabetes Education Centers accredited by the American Diabetes Education Recognition Program.

(6) The Empire Plan medical component shall include a voluntary disease management program**(s)**. **The programs include asthma, cardiovascular disease, chronic kidney disease, chronic obstructive pulmonary disease, congestive heart failure, and diabetes.** ~~Effective January 1, 2010 a disease management program for chronic kidney disease shall be implemented under the Empire Plan Medical component.~~

~~The newborn care allowance under the basic medical component shall not be subject to deductible or~~

~~coinsurance.~~

12.7 Mental Health and Substance ~~Abuse~~**Use** Treatment

(a) Network Benefits

The Empire Plan shall continue to provide comprehensive coverage for medically necessary mental health and substance ~~abuse~~**use** treatment services through a managed care network of preferred mental health and substance ~~abuse~~**use** care providers. ~~Benefit Maximums Effective January 1, 2010 m~~**M**edically necessary inpatient alcohol and substance ~~abuse~~**use** treatment shall be unlimited.

(1) Network benefits for Mental Health Coverage: Medically necessary hospital services and inpatient physician charges, provided by or arranged through the network shall be paid in full.

(2) ~~Effective April 1, 2010,~~ **O**~~o~~utpatient care provided by, or arranged through the network, shall be covered subject to a ~~$20 per visit copayment. Effective June 1, 2019 the copayment shall be~~ **$25 copayment**.

(3) Up to three visits for crisis intervention provided by, or arranged through the network, shall be covered without copay.

(4) Medically necessary care for Alcohol and Other Substance ~~Abuse~~**Use** Coverage, including hospitalization or alcohol/substance ~~abuse~~**use** facilities, that is provided by or arranged through the network, shall be paid in full. Outpatient care provided by or arranged through the network shall be subject to the participating provider office visit copayment.

(b) Non-network benefits for Mental Health and Substance Use Coverage

In addition to the network care, limited non-network care shall be available. Medically necessary care rendered outside of the network shall be subject to the following provisions:

(1) ~~Coincident with the increase in the Basic Medical deductible and coinsurance, the mental health basic medical deductible and coinsurance will increase accordingly.~~ **e**~~C~~overed expenses for non-network mental health and substance ~~abuse~~**use** treatment shall be included in the combined deductible and combined coinsurance maximum.

(2) The methodology for calculating non-network inpatient and outpatient reimbursement shall be the same as the methodology for non-network hospital and medical services. **Effective July 1, 2024, when non-participating providers are used for outpatient mental health and substance use services, benefits will be paid at the rate of 275 percent of the Medicare Physician Fee Schedule in effect on the date of service. Benefits will continue to be subject to deductible, coinsurance, and calendar year and lifetime maximums.**

(3) ~~Substance Abuse~~**Use**~~: Medically necessary inpatient alcohol and substance abuse~~**use** ~~treatment shall be unlimited effective January 1, 2010.~~

~~Coincident with the increase in the Basic Medical deductible and coinsurance, the substance abuse~~**use** ~~deductible and coinsurance will increase accordingly effective January 1, 2010.~~

(4) ~~Effective January 1, 2010 the methodology for calculating non-network inpatient and outpatient reimbursement shall be the same as the methodology for non-network hospital and medical services.~~

(5) ~~Expenses applied against the deductible and coinsurance levels indicated above will not apply against any deductible or coinsurance maximums under the basic medical portion of the Plan. Effective January 1, 2012, covered expenses for non-network mental health and substance abuse treatment shall be included in the combined deductible and combined coinsurance maximum.~~

~~(e)~~ Under the Mental Health and Substance ~~Abuse~~**Use** Program, a disease management program**s** for depression**, eating disorders, and ADHD will continue.**~~is available.~~

~~(1) Effective, March 31, 2010, or as soon as practicable, disease management programs for eating disorders, including appropriate nutritional services, and ADHD shall be implemented~~

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

(1) Paid-in-full benefits

(2) Travel companion (due to treatment needs, as specified by COE)

(3) Detox and residential rehabilitation services

(4) Partial hospitalization

(5) Intensive outpatient services

(6) Care coordination for transition back to community

(7) Family supports

(8) Travel, lodging, and meal allowances

12.8 Prescription Drug Services

(a) The Prescription Drug Program will cover medically necessary drugs requiring a physician's prescription and dispensed by a licensed pharmacist. Coverage shall be provided under the Empire Plan Prescription Drug Program for prescription vitamins and contraceptives.

(b) The Prescription Drug Program will continue to utilize a preferred provider community pharmacy network.

(c) Mandatory generic substitution shall be required for all brand-name multisource prescription drugs (a brand-name drug with a generic equivalent) covered by the Prescription Drug Program. To appeal this requirement, a physician must provide sufficient medical justification of the need for a brand-name drug where a generic equivalent is available. The Program administrator will review the physician's request and rule on the appropriateness of a waiver of the mandatory generic substitution.

(1) ~~Effective April 1, 2010,~~ Level One shall be reserved for Generic Drugs, and may include brand name medications that are determined by the Prescription Drug Insurer/Administrator to be a "best value." Generic drugs, that are determined not to add value to the Plan or the enrollee, may be placed in Level 2 or Level 3.

(2) The copayment for any brand name drug placed in Level 1 shall be the same as the Level One copayment, similarly, any generic drug placed in Levels 2 or 3 will have the same copayment as brand name drugs in that level.

(3) When a brand-name prescription drug is dispensed and an FDA- approved generic equivalent is available, the member shall be responsible for the difference in cost between the generic drug and the brand-name drug **(ancillary charge)**, plus the non-preferred brand level three copayment; not to exceed the cost of the drug.

(4) A third level of prescription drugs and prescription copayments was created to differentiate between preferred brand-name and non- preferred brand-name drugs.

(d) Copayments

(1) The copayment for prescription drugs purchased at a retail pharmacy**, specialty pharmacy,** or the mail service pharmacy for up to a 30-day supply is as follows:

- ~~$5 Generic (Level One)~~
- ~~$25 Preferred Brand (Level Two)~~
- ~~$45 Non-Preferred Brand (Level Three)~~

~~Effective June 1, 2019 the copayment for prescription drugs purchased at a retail or mail service pharmacy for up to a 30-day supply shall be as follows:~~

- $5 Generic (Level One)
- $30 Preferred-Brand (Level Two)
- $60 Non-Preferred Brand (Level Three)

(2) The copayment for prescription drugs purchased at a retail pharmacy for a 31-90 day supply shall be as follows:

- ~~$10 Generic (Level One)~~
- ~~$50 Preferred-Brand (Level Two)~~
- ~~$90 Non-preferred Brand (Level Three)~~

~~(3) Effective June 1, 2019 the copayment for prescription drugs purchased at a retail pharmacy for a 31-90 day supply shall be as follows:~~

- $10 Generic (Level One)
- $60 Preferred-Brand (Level Two)
- $120 Non-Preferred Brand (Level Three)

(3) ~~(4)~~**The** copayment for prescription drugs purchased through the mail service pharmacy **or specialty pharmacy** for a 31-90 day supply shall be as follows:

- ~~$5 Generic (Level One)~~
- ~~$50 Preferred-Brand (Level Two)~~
- ~~$90 Non-preferred Brand (Level Three)~~

~~Effective June 1, 2019 the copayment for prescription drugs purchased at the mail service pharmacy for a 31-90 day supply shall be as follows:~~

- $5 Generic (Level One)
- $55 Preferred-Brand (Level Two)
- $110 Non-Preferred Brand (Level Three)

(e) ~~Effective January 1, 2013 initial prescriptions for all "new to you" drugs dispensed at retail and/or mail shall be limited to a 30-day supply. After two 30-day prescriptions have been filled, the 31 to 90-day supply option shall be available. Effective January 1, 2019, the "new to you" provision shall be eliminated.~~

Specialty Medication Component

(1) Effective April 1, 2010, the Empire Plan Specialty Drug Program was implemented. The Program shall consist of a network of one or more Specialty Pharmacies. For purposes of this Program, Specialty Drugs that are 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 shall be included in the Specialty Program shall be notified in writing at least 30 days in advance of the implementation date.

(3) Following implementation, enrollees may fill no less than one prescription for a drug included in the Specialty Program at a Non- Specialty Network pharmacy **(grace fill)**, 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 shall be contacted by the Program and advised that they must obtain all refills

after the allowed **grace** 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 (~~f~~**e**)(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. Once an enrollee contacts the Specialty Referral Line, subsequent fills and refills for the same drug should be requested directly from the Specialty Pharmacy.

(6) Any and all prescription(s), initial or refill, beyond those provided for in section (d), for designated Specialty Drugs shall be limited to a 30-day supply, unless otherwise agreed to by the State and the Program administrator.

(7) All Specialty Pharmacies that are participating in the Specialty Drug Program will provide enrollees with 24/7/365 access to a pharmacist.

(8) 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.

(9) 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.

(10) Drugs included in the Specialty Drug Program shall be assigned to levels and subject to the same copayments as drugs covered under the "standard" Empire Plan Prescription Drug benefit.

(11) Other than the accommodation described in (~~f~~**e**)(3) above, drugs included in the Specialty Program that are purchased without contacting the Specialty Referral Line shall be treated as subscriber submitted claims and shall be reimbursed in the same manner as subscriber submitted claims under the Empire Plan Prescription Drug Program: the enrollee shall 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.

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

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

12.9 NYSHIP Health Benefit Enhancements

The State shall continue to provide enrollees the following health benefit elections to enhancements in the New York State Health Insurance Program (NYSHIP):

(a) The Pre-Tax Contribution Program will continue unless modified or exempted by the Federal Tax Code.

(b) Premium Contribution

(1) ~~Effective October 1, 2011, f~~**F**or employees in a title Salary Grade 9 or below (or an employee in a position equated to Salary Grade 9 or below), the State agrees to pay 88 percent of the cost of individual coverage and 73 percent of the cost of dependent

coverage for the hospital, medical/surgical, mental health and substance ~~abuse~~**use**, and prescription drug components under the Empire Plan.

(2) ~~Effective October 1, 2011, f~~**F**or employees in a title Salary Grade 10 and above (or an employee in a position equated to Salary Grade 10 and above) the State agrees to pay 84 percent of the cost of individual coverage and 69 percent of the cost of dependent coverage for the hospital, medical/surgical, mental health and substance ~~abuse~~**use**, and prescription drug components under the Empire Plan.

(3) ~~Effective October 1, 2011, f~~**F**or employees in a title Salary Grade 9 or below (or an employee in a position equated to Salary Grade 9 or below), the State agrees to pay 88 percent of the cost of individual coverage and 73 percent of the cost of dependent coverage toward the hospital, medical/surgical, mental health and substance ~~abuse~~**use** components of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan, and the State agrees to pay 88 percent of the cost of individual prescription drug coverage and 73 percent of dependent prescription drug coverage under each participating HMO.

(4) ~~Effective October 1, 2011, f~~**F**or employees in a title Salary Grade 10 and above (or an employee in a position equated to Salary Grade 10 and above) the State agrees to pay 84 percent of the cost of individual coverage and 69 percent of the cost of dependent coverage toward the hospital, medical/surgical, mental health and substance ~~abuse~~**use** components of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan, and the State agrees to pay 84 percent of the cost of individual prescription drug coverage and 69 percent of the cost of dependent prescription drug coverage under each participating HMO.

(c) Option Transfer

Eligible employees in the State Health Insurance Plan may elect to participate in a federally qualified or State certified Health Maintenance Organization (HMO) which has been approved to participate in the State Health Insurance Program by the Joint Committee on Health and Dental Benefits. Employees may change their health insurance option each year throughout the month of November unless another period is mutually agreed upon by the State and the Joint Committee on Health and Dental Benefits. If the rate renewals are not available by the time of the option transfer period, then the option transfer period shall be extended to assure ample time for employees to transfer.

(d) Opt-Out

~~Effective October 1, 2012,~~ NYSHIP enrollees who can demonstrate and attest to having other, non-State sponsored coverage may ~~annually~~ opt-out of NYSHIP's Empire Plan or Health Maintenance Organizations.

(1) Enrollees who choose to opt-out of NYSHIP coverage will receive an annual payment of $1,000 for opting out of individual coverage or $3,000 for opting out of family coverage. The opt-out program will allow for ~~re-entry~~**re-enrollment in** ~~to~~ NYSHIP **coverage** during the calendar year subject to a Federally Qualifying Event and during the annual option transfer period.

(2) The enrollee must be enrolled in NYSHIP prior to April 1st of the previous plan year in order to be eligible to opt out, unless newly eligible to enroll. The opt-out payment shall be pro-rated over the twenty-six (26) payroll cycles and appear as a credit to the employee's wages for each bi-weekly payroll period the eligible individual is qualified.

(3) ~~For the 2012 plan year, NYSCOPBA members shall be permitted to opt out of coverage under the State health plans subsequent to ratification, and shall be entitled to a pro-rata share of the annual payment for the remaining portion of the program year.~~

(e) The State agrees to continue to provide alternative Health Maintenance Organization (HMO) coverage option.

(f) Deferred Health Insurance in Retirement

An employee retiring from State service may defer commencement or suspend his/her retiree health coverage and the use of the employee's sick leave conversion credits, provided that the employee applies for the deferment or suspension, and furnishes proof of continued coverage under the health care plan of the employee's spouse, or from post-retirement employment. The surviving spouse of a retiree who dies while under a deferment or suspension may transfer back to the State Health Insurance Plan on the first of any month coinciding with or following the retiree's death.

(g) Sick Leave Credit

For Interest Arbitration eligible employees only, retirements occurring on and after October 1, 2012, the actuarial table used to calculate the employees sick leave credit toward health insurance in retirement shall be the life expectancy tables for corrections officers.

(h) Dual Annuitant Sick Leave Credit

An employee who is eligible to continue health insurance coverage upon retirement and who is entitled to a sick leave credit to be used to defray any employee contribution toward the cost of the premium may elect an alternative method of applying the basic monthly value of the sick leave credit.

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

(2) Employees selecting the alternative method may elect to apply only up to 70 percent of the calculated basic monthly value of the credit toward the monthly premium during their own lifetime. Upon the death of the employee, however, any eligible surviving dependents may also apply up to 70 percent of the basic monthly value of the sick leave credit toward the dependent survivor share of the monthly premium for the duration of the dependents' eligibility. The State has the right to make prospective changes to the percentage of credit to be available under this alternative method for future retirees as required to maintain the cost neutrality of this feature of the plan.

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

(i) Dependent Survivor Coverage

(1) The unremarried spouse of an employee, who retires after April 1, 1979, with ten or more years of active State service and subsequently dies, shall be permitted to continue coverage in the health insurance program with payment at the same contribution rates as required of active employees.

(2) The unremarried spouse of an active employee, who dies after April 1,1979 and who, at the date of death was vested in the Employee's Retirement System and vested for the purpose of health insurance, and within ten years of his/her first date of eligibility for retirement, shall be permitted to continue coverage in the health insurance program with payment at the same contribution rates as required of active employees.

~~Medical Flexible Spending Account~~

~~(1) A Medical Flexible Spending Account (MFSA) shall be available to eligible employees.~~

~~(2) Eligible expenses under the Medical Flexible Spending Account include over- the counter medications according to guidelines developed by the Medical Flexible Spending Account Administrator.~~

~~(3) Effective January 1, 2019, a direct debit vehicle shall be implemented.~~

12.10 Joint Committees on Health and Dental Benefits

The State and NYSCOPBA agree to continue the Joint Committee on Health and Dental Benefits. The Committee shall consist of at least three representatives selected by NYSCOPBA and three representatives selected by the State.

(a) The State shall seek the appropriation of funds by the Legislature to support committee initiatives and to carry out the administrative responsibilities of the Joint Committee. Funding for the Joint Committee shall be as follows: ~~$175,099 for the period of April 1, 2016 to March 31, 2017, $178,601 for the period of April 1, 2017 to March 31, 2018, $182,173 for the period of April 1, 2018 to March 31, 2019, $185,816 for the period of April 1, 2019 to March 31, 2020, $189,532 for the period of April 1, 2020 to March 31, 2021, $193,323 for the period of April 1, 2021 to March 31, 2022 and $197,189 for the period of April 1, 2022 to March 31, 2023.~~

- **$203,105 for the period April 1, 2023 through March 31, 2024**
- **$209,198 for the period April 1, 2024 through March 31, 2025**
- **$215,474 for the period April 1, 2025 through March 31, 2026, and each year thereafter**

In no case will more than 50% of these appropriations be allocated to either the State or NYSCOPBA individually.

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

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

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

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

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

(g) At the demand of the Joint Committee on Health and Dental Benefits, the State shall request proposals from existing or other carriers, or alternative third-party administrators, for the Empire Plan, Dental, Drug and Vision Plans providing the benefits are identical. A replacement insurance carrier or third-party administrator will not be selected without Joint Committee consent.

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

(1) HMO Workgroup (participation/efficiency)
(2) Ambulatory Surgery Center development
(3) HCAP/ER benefit-review
(4) The ongoing review of the Managed Physical Medicine Program

(5) Review of the appropriateness of providing a benefit for autologous blood donations.
(6) Review the appropriateness of additional chronic copayment waivers
(7) Work with the dental carrier to increase access to participating dental specialists such as orthodontists.
(8) Explore the addition of a Lyme Vaccine to the list of injectable adult immunizations should one become available.
(9) Work with the State to monitor and oversee voluntary disease management programs under the medical component of The Empire Plan. The State and the NYSCOPBA Joint Committee on Health Benefits will explore the possible implementation of additional disease management and/or wellness activities to support enrollees with chronic illnesses and employees seeking to improve their general health and well-being.
(10) Work with the State to implement and oversee a Healthy Back Disease Management Program
(11) Work with the State to monitor and oversee ~~ongoing review of a~~ **the** Medical Flexible Spending Account~~. A Medical Flexible Spending Account (MFSA)~~ **which** shall be available to eligible employees. Eligible expenses under the Medical Flexible Spending Account include over- the-counter medications according to guidelines developed by the Medical Flexible Spending Account Administrator.
(12) Work with the State to implement, monitor and oversee a direct debit vehicle utilized under the Medical Flexible Spending Account. ~~Effective January 1, 2019, a direct debit vehicle shall be implemented.~~**The Medical Flexible Spending Account will continue electronic submission, and the direct debit vehicle shall remain a permanent offering, to the extent practicable and/or desirable by both parties.**
(13) Work with the State to monitor and oversee the voluntary "Centers of Excellence" program for organ and tissue transplants within the hospital component of the Empire Plan.
(14) Work with the State and medical carrier to develop an enhanced network of urgent care facilities.
(15) Work with the State to implement and oversee a Bariatric Surgery Program.
(16) Review the Corrective Vision Care coverage component at regular intervals to monitor utilization, network adequacy and cost.
(17) Work with the State to develop a voluntary Value Based Insurance Design (VBID) Pilot Program with the goal of improving health outcomes while lowering costs through copayment waivers or reductions.
(18) Work with the State to develop a voluntary Pilot Telemedicine Program. ~~The purpose of the Telemedicine Program is to increase access to health care services by establishing a program to use telecommunications to provide healthcare.~~ **Effective January 1, 2023, the voluntary Telemedicine Program for medical and mental health visits will be a permanent offering to Empire Plan members at no cost-share.**
(19) If reimportation of prescription drugs becomes permissible under applicable law, rule, regulation, or other appropriate approval, the parties agree to work through the JCHB to explore the plan's use of such reimported drugs and evaluate the overall impact to the Empire Plan

Prescription Drug Program. The parties will determine whether to recommend the implementation of the plan's utilization of such drugs if both parties agree that it is practicable, cost effective and able to be implemented into and become part of the current Empire Plan Prescription Drug Program. Implementation of the alternative drug program for NYSCOPBA-represented employees will not take place without the agreement of the NYSCOPBA Joint Committees on Health Benefits.

(20) The State shall require the insurance carriers to continue to actively seek new participating providers in regions that are deficient in the number of participating providers, as determined by the Joint Committee on Health and Dental Benefits.

(21) To ensure access needs are met, the JCHB and the State will regularly review the ongoing role of network health care providers and facilities that participate in the Empire Plan, including nurse practitioners and convenient care clinics (also referred to as "minute clinics" or "retail clinics").

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

(23) The JCHB will work with the State to solicit a health risk assessment program and implement a voluntary, incentivized program as well as development of educational endeavors to influence healthy lifestyles. **As soon as practicable, the JCHB will work with the State to review the current voluntary, incentivized programs available through the medical program administrator and the hospital program administrator.**

(24) The JCHB will work with the State to explore the implementation and oversight of a voluntary Center of Excellence for spine and orthopedic surgeries.

(25) The JCHB will work with the State to explore the implementation and oversight of a voluntary telemedicine program for sleep disorders.

(26) The JCHB will work with the State to explore vision care options and innovative technologies, including, but not limited to, enhancements to product offerings and additional tiers of lenses or materials, to the extent the parties agree are appropriate.

12.11 Vision Care Benefits

The State shall continue to provide for and pay the full cost for the vision care plan in effect as of March 31, ~~2016~~**2023**.

(a) For eligible enrollees and enrolled dependents, the Plan shall provide in-network benefits when visiting a participating Vision Care provider. Reimbursement shall be provided for out-of-network eye examinations and contact lenses (including fit and follow-up care) up to $200. Benefits are available once every 24 months.

~~Effective June 1, 2019, e~~**C**ontact lens wearers are eligible every 12 months for an eye exam, evaluation, fit and follow-up care provided their last contact lens purchase was covered by the Vision Care Program. Contact Lens exams under this provision provided by an out-of-network provider will be reimbursed up to the scheduled amount

(b) The Plan shall provide the complete selection of frames available to other participants in the Plan including the frame selections designated as standard, supplemental and

designer/metal. **The Plan shall provide a $100 retail allowance for non-collection eyeglass frames. Effective July 1, 2024, the Plan shall provide a $130 retail allowance for non-collection eyeglass frames.**

(c) The State shall provide toll-free telephone service for insurance information and assistance to employees and dependents on vision care insurance matters.

(d) Enrolled dependents under 19 years of age shall be eligible to receive vision care benefits every 12 months.

(e) Covered Plan eyeglasses (frames and lenses) and/or contact lenses may be obtained within (90) ninety days after a vision examination by a participating Vision Care Plan Provider. **Effective July 1, 2024, the 90-day requirement shall be eliminated. Contact lenses may be obtained within 12 months of the vision examination. Covered Plan eyeglasses (frames and lenses) may be obtained within 24 months of the vision examination.**

(f) If new lenses are required due to vision changes resulting from a medical condition for which the individual is under the care of a physician, vision care benefits, including an examination, new lenses and, if appropriate, new frames, shall be available sooner than once every two years, but not sooner than one year from the last use of vision care benefits, upon written documentation by an ophthalmologist that the medical condition has caused a vision loss that requires a new prescription. Documentation of the vision loss must be provided in writing by the ophthalmologist each time a new prescription is needed sooner than the standard two-year interval.

(g) Covered plan lenses shall include photosensitive lenses (plastic or glass), no- line bifocals, ultra-thin lenses, and scratch resistant coating.

(h) ~~Effective June 1, 2019, t~~The NYSCOPBA Vision Care Plan shall provide Ultra/digital progressive lenses from participating providers, subject to a $90 copayment.

(i) Access to a network of providers to obtain Laser Vision Correction services at discounted employee -pay-all fees is provided.

(j) ~~Effective September 1, 2010, t~~The NYSCOPBA Vision Care Plan shall **include**~~be modified as follows~~:

(1) Lasik and other corrective vision care procedures performed to correct nearsightedness and/or farsightedness and not covered by the Empire Plan or an HMO shall be a covered service for employees only. Enrolled spouses/domestic partners and enrolled dependent children shall be eligible to participate in a "discount program" providing up to a 25 percent savings but shall be responsible for any and all costs associated with these procedures

(2) Corrective Vision Care coverage shall only be available through a network of participating board eligible/board certified ophthalmologists trained in this field. The Vision Care Plan administrator shall be responsible for the network and will make every effort to recruit and retain providers throughout New York State.

(3) Corrective Vision Care coverage shall include a preliminary exam, the actual procedure and up to two follow-up visits.

(4) Employees receiving such services shall have a copayment equal to 10% of the discounted cost of the procedure up to an out-of-pocket maximum of $200.

(5) Employees shall be eligible for one Corrective Vision Care procedure every 5 years per eye. The five (5) year limit may be waived based on evidence of a significant vision change due to injury or illness.

(k) Effective July 1, 2024, the Vision Care Plan shall provide blue-light filtering prescription lenses from participating providers, subject to a $15 copayment.

12.12 Dental Care Benefits

The State shall continue to provide dental benefits at the same level as were in effect March 31, ~~2016~~**2023**, except as modified as follows:

(a) The allowances paid shall be at a level sufficient to retain or add participating dentists and specialists. The State shall continue to pay the full premium of the dental insurance plan.

(b) The Plan shall include coverage for the application of sealants to the primary teeth of dependent children age 13 and under.

(c) The nonparticipating provider reimbursement ~~shall be increased to an amount~~ **is** equal to 100 percent of the schedule for basic and prosthetic services.

(d) The maximum annual benefit for covered participating and nonparticipating services is ~~$2,300 per person. Effective June 1, 2019, the annual maximum will increase to~~ $3,000.

(e) The maximum lifetime benefit for orthodontic treatment is ~~$2,300. Effective June 1, 2019, the maximum lifetime benefit will increase to~~ $3,000 per person.

(f) Anesthesia administered in a dentist office shall be a covered benefit under the participating and nonparticipating components of the dental plan.

(g) ~~Effective June 1, 2019, t~~**T**he following upgraded materials ~~shall be~~ **are** covered:

(1) posterior composite (white fillings)

(2) hi-noble materials for crowns, inlays, onlays, pontics and abutments

(3) flexible base dentures, and

(4) ceramic materials for onlays, crowns, pontics and abutments.

~~Effective June 1, 2019, d~~**D**ental implants ~~shall be~~ are covered subject to a $600 limitation per implant.

ATTACHMENT H(2) – SIDE LETTER – SITE OF CARE PROGRAM

Site of Care Redirection Program for Infusions

Effective July 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 July 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 July 1, 2024, the medical or prescription drug copayments associated with infusions 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 included on the Site of Care Drug List in the outpatient hospital setting on July 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 July 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.

The Hospital Program Administrator's Site of Care Specialty Pharmaceuticals UM Guideline # CG-MED-83 will be the clinical criteria used when determining the medical necessity of the hospital outpatient setting for infusions of medications on the Site of Care Drug list.

Site of Care Redirection Program for Infusions

Empire Plan Carrier Responsibilities

Hospital Program administrator (Empire BlueCross):

- Use clinical criteria to conduct a site of care review. This will be the only review for medical necessity. No additional medical necessity review, prior authorization or SGM prior authorization from the Empire Plan Medical Program administrator (currently, United HealthCare) or The Empire Plan Prescription Drug Program administrator (currently CVS Caremark), will occur.
- Approve the hospital outpatient setting for an initial dose of infusion of SOC medication (extension of hospital outpatient setting as necessary to allow the hospital administrator to coordinate patient transfers to an approved alternate site of care).
- Notify providers that a drug is on the SOC drug list and that alternate sites of care will be explored.
- Discuss with provider and make ~~direct~~ necessary referrals to the Home Care Advocacy Program (HCAP) for redirection of the infusion to an alternate site of care.

Medical Program administrator (UnitedHealthcare):

- The Medical Program administrator will continue to recruit and contract with additional nursing agencies, freestanding infusion centers and physician infusion suites across New York State, and outside of the State where Empire Plan members receive treatment to ensure adequate number of alternate settings for drug infusion under the Site of Care Redirection Program for Infusions.
- HCAP will work with the provider (and enrollee, if necessary – but should be seamless to enrollee) to find an appropriate alternate setting for the drug infusion to be administered.
- HCAP will source the specialty drug from The Empire Plan's Prescription Drug Program (currently CVS Caremark), if the infusion will be administered in the enrollee's home. HCAP will notify providers of drug sourcing opportunities through CVS Caremark.

The Empire Plan Prescription Drug Program (CVS Caremark):

- Provide drugs for infusion through The Empire Plan's Prescription Drug Program, currently CVS Caremark, for HCAP providers, medical providers or freestanding infusion centers (as noted above).

ATTACHMENT H(3) – APPENDIX – ACCESS PROTECTIONS FOR EMPIRE PLAN

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.

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.

Out-of-Network Referrals:

Under NYS law, if the Empire Plan network does not have a provider accessible to you 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 a network hospital or ambulatory surgical center and nonparticipating health care professional charges are billed separately for anesthesiology, pathology, radiology, and neonatology; care provided by assistant surgeons, hospitalists, and intensivists; and diagnostic services (including radiology and laboratory services).
- You received other services at a network hospital or ambulatory surgical center and a participating doctor was not available 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

- A participating health care professional sends a specimen taken from the patient in the office to a nonparticipating laboratory or pathologist without your explicit written consent.
- Unforeseen medical circumstances arose at the time the healthcare services were provided.
- A nonparticipating healthcare professional provided services without your knowledge in the participating healthcare professional's office or practice during the same visit.

Contractual Protections:

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.

Reasonable distance from the enrollee's residence is defined by the following mileage standards:

Urban: 1 network provider within 3 miles

Suburban: 1 network provider within 15 miles
Rural: 1 network provider within 40 miles

Medical and Specialty Services:
Guaranteed Access Medical and Specialty Services

The Empire Plan will guarantee access to network benefits for covered services provided by primary care physicians and specialists (listed below) 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.

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 – 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 network.

ATTACHMENT I – SIDE LETTER – PRODUCTIVITY ENHANCEMENT PROGRAM

Productivity Enhancement Program

This Appendix describes the Productivity Enhancement Program available to employees in the Security Services Unit. Detailed guidelines on program administration will be issued by the Department of Civil Service.

Program Overview

Eligible employees may elect to participate in the Productivity Enhancement Program. As detailed below, this program 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 NYSHIP premiums on a biweekly basis.

The program will be available during 2024 consistent with the implementation of the health insurance changes on a pro-rata basis and during the entire calendar year in 2025 and 2026. During each of these years the credit will be divided evenly among the State paydays that fall between January 1 and December 31.

Disputes arising from this program are not subject to the grievance procedure contained in the Agreement.

Eligibility/Enrollment

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 2023-2026 New York State/NYSCOPBA 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 (contract holder) in either the Empire Plan or an HMO at the time of enrollment.**
- **Part-time employees who meet these eligibility requirements will be eligible to participate on a prorated basis.**
- **Once enrolled for a given year, employees continue to participate unless they separate from State service or cease to be NYSHIP contract holders. Leave forfeited in association with the program will not be returned, in whole or in part, to employees who cease to be eligible for participation in the program.**

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.

Open enrollment will be offered during the month after ratification for the first year of the program and then during November of each year PEP is offered. The exact dates of open enrollment will be established by the Department of Civil Service. Employees will be required to submit a separate enrollment for each calendar year in which they wish to participate.

Calendar Years 2024-2026

Eligible full-time employees:

- **(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 a total of either 4 or 8 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 $800 or $1,600 to be applied toward the employee share of NYSHIP premiums and deducted from biweekly paychecks in that year. The credit will be divided evenly among the State paydays that fall between January 1 and December 31, of each year the employee elects to enroll.**
- **(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 2.5 or 5 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 $750 or $1,500 to be applied toward the employee share of NYSHIP premiums deducted from bi-weekly paychecks in each year. This credit will be divided evenly among the State paydays that fall between January 1 to December 31 of each year the employee elects to enroll.**

Eligible part-time employees:

- in Grades 1-17 who participate in any calendar year will forfeit a total of 4 or 8 prorated days of annual and/or personal leave per year of participation and receive a prorated credit toward the employee share of their health insurance premiums based on their payroll percentage.
- in Grades 18-24 who participate in any calendar year will forfeit a total of 2.5 or 5 prorated days of annual and/or personal leave per year of participation and receive a prorated credit toward the employee share of their health insurance premiums based on their payroll percentage.

This program will expire on December 31, 2026, unless extended by the parties.

ATTACHMENT J – SIDE LETTER – LABOR-MANAGEMENT FUNDS

In the event that available funds in Article 13 and Article 25 are not fully expended for their purposes, the residual funds shall be made available to benefit members as mutually determined by the Director of OER and the President of NYSCOPBA or their designees. In no event shall the aggregate labor management funds exceed the available funds for labor management committees.

ATTACHMENT K – SIDE LETTER – JOINT LABOR/MANAGEMENT INITIATIVES

Dear Mr. Summers:

Let this letter reflect our mutual understanding reached during negotiation of the 2023-2026 State/NYSCOPBA Agreement ("Agreement") regarding joint administration of labor/management initiatives.

To facilitate the joint development and administration of labor/management initiatives pursuant to Articles 13 and 25 of the Agreement, the parties agree that the State will reimburse NYSCOPBA, Inc. for the actual salary and fringe benefits of a NYSCOPBA, Inc. employee who works on Article 13 and/or Article 25 programs during the term of the Agreement. NYSCOPBA, Inc. may request reimbursement, in an amount to be agreed upon, in each State fiscal year covered by the Agreement.

Such requests will be accompanied by invoices detailing the actual salary and fringe costs incurred by NYSCOPBA, Inc. for each state fiscal year, or part thereof, including documentation of payment. The State will reimburse NYSCOPBA, Inc. for such costs as soon as practicable following Office of Employee Relations (OER) receipt of those invoices.

Funds for such reimbursement shall be drawn from monies appropriated pursuant to Articles 13 and/or 25 of the Agreement.

The parties agree that such reimbursement is contingent upon establishment of a contractual arrangement between OER and NYSCOPBA, Inc. This includes any legally required review and approval by the Office of the Attorney General and the Office of the State Comptroller. Such legal requirements may be based on law including, but not limited to, the State Finance Law.

As soon as practicable following ratification of the Agreement, the parties shall jointly seek to enter into a contract between OER and NYSCOPBA, Inc. to effectuate such reimbursement. Further, the parties agree that no such reimbursement by OER to NYSCOPBA, Inc., is required by this side letter absent all approvals and contractual arrangements required by law. In the event the parties do not have an approved contract between OER and NYSCOPBA, Inc. by April 1, 2023, to the extent allowed by law, reimbursement from OER to NYSCOPBA, Inc. under the terms of this side letter may be made retroactively to that date.

Sincerely,

Michael N. Volforte

ATTACHMENT L – SIDE LETTER – PAID PARENTAL LEAVE

On January 10, 2023, Governor Hochul announced that New York State will provide 12 weeks of Paid Parental Leave for executive branch state employees to bond with a newly born, adopted, or fostered child. The purpose of this Policy Bulletin is to set forth guidelines for the administration of this new Paid Parental Leave (PPL) benefit.

Effective on January 1, 2024, Paid Parental Leave will become available to any gestational, non-gestational, adoptive, or foster parent who meets certain eligibility criteria for employees. All other childcare leave benefits, including sick leave accruals, family sick leave benefits, Family Medical Leave Act (FMLA) remain unchanged and available for use when applicable.

Eligibility

All employees 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 service. Employees are not required to have Attendance Rules coverage to be granted this benefit.

Use of Paid Parental Leave

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 bulletin, 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 (see attached chart for examples of application and order of Paid Parental Leave benefits). Paid Family Leave and usage of accruals cannot run concurrently with Paid Parental Leave and may be taken at the appropriate time in addition to Paid Parental Leave.

If both parents are employed by a New York State Agency, 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.

Status of Employees on Paid Parental Leave

For attendance and leave purposes, employees are deemed to be in leave without pay status while using 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 or placement on sick leave at half-pay, 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 continuous 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.

Time on Paid Parental Leave does not count as service for earning additional eligibility for sick leave at half-pay.

While using Paid Parental Leave, employees continue to be covered by their existing insurance benefits. 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 in 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, rule, or regulation.

ATTACHMENT M – SIDE LETTER – APPENDIX ON PAID PARENTAL LEAVE

During negotiations the parties discussed the importance of sharing information on various leaves available for pregnancy, childcare and child rearing. While not possible to replicate in one place, the parties remain committed to ensure that unit members are aware of the availability of such leave.

To that end, the parties agreed to compile a non-exhaustive list of links to State policies pertaining to such leave in an effort to better inform unit members. Additionally, the parties are committed to ongoing discussions about other methods of ensuring that important and pertinent information is communicated to unit members.

For information on the State's policy for a leave of absence for pregnancy, child birth and childcare related to birth and for the State's policy related to adoption, please see 22.1 Leave of Absence; Duration - Rules Pages (ny.gov)

For information on the Federal Family and Medical Leave Act and its applicability to you as a State employee, please see Family Medical Leave Act (ny.gov).

Employees should contact their personnel or human resource office.

ATTACHMENT N – SIDE LETTER – VACATION ACCRUALS

Mr. Chris Summers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
20 Computer Drive West
Albany, New York 12205

Re: Vacation Accruals

Dear Mr. Summers:

This is to confirm the parties' understanding with respect to vacation accruals in the Security Services Unit.

The issue of use and continued accumulation of vacation accruals was discussed during negotiations for the 2023-2026 collective bargaining agreement. Both parties recognized that this is an issue of continued importance and committed to continue to study and evaluate the number of employees who accumulate and carry leave at or near the accrual cap to identify opportunities to encourage vacation utilization, identify issues with vacation use and explore opportunities for use of those accruals. The parties shall be empowered to implement any mutually agreed upon changes and solutions to aid in the use or amount of accruals.

Sincerely,

/s/ Michael Volforte
Director

ATTACHMENT O – SIDE LETTER – TRIBOROUGH BRIDGE TOLLS

During negotiations, the parties discussed the current system for work-related passage under Article 17.3. The parties agreed that discussions should continue in a labor-management committee including the Union, the Office of Mental Health, the Office of Employee Relations. If the parties reach an agreement for an alternative to the current system, such agreement shall be communicated to the Director of the Office of Employee Relations to implement that agreement.

ATTACHMENT P – SIDE LETTER – PARKING FEES – ALBANY OGS

1. In accordance with the provisions of Article 17 of the 2023-2026 Agreement between the parties, the Executive Branch of the State of New York (hereinafter "the State") and the New York State Correctional Officers and Police Benevolent Association, Inc. (hereinafter "NYSCOPBA") have completed negotiations concerning fees for parking by employees in parking facilities operated in and around Albany by the Office of General Services, Bureau of Parking Services. See https://ogs.ny.gov/parking/downtown-albany-garages-and-lots for 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. The parties also recognize that with the negotiation of the parking article and this memorandum of agreement that the allocation of existing spaces covered by this Memorandum of Agreement has already been determined.

3. The monthly fees for employee parking at each of the parking facilities covered by this Agreement (see paragraph 1 above) shall be as follows:

Permit Type	Bi-Weekly Payroll Deduction
Surface	$15.46
Surface Reserved	$30.92
Covered	$30.92

Covered Reserved $61.84

4. The parking fee schedule shall be amended with successive rate changes effective on April 1 of each year. The amended fee schedules shall continue the same proportions as established above between the fees for surface covered and covered and reserved parking.

5. In the final quarter of each fiscal year, the State shall establish a fee schedule to be in effect in the next fiscal year. Such schedule shall be bases upon review of the actual expenses and revenues of the current fiscal year and the projected expenditures and revenues for the next fiscal year, and when supplemented by net visitor revenue, will recover the operating costs of employee parking and amortize the centralized services fund accrued deficit attributable to the Bureau of Parking Services. In no event, however, will the total fee schedule increase more than $.50 biweekly for surface parking, $1.00 biweekly for covered parking and $ 2.00 biweekly for covered and reserved parking in any fiscal year unless the provisions of Article 17 are followed to increase fees on a greater basis.

ATTACHMENT Q – SIDE LETTER – LAST OFFER BINDING ARBITRATION – PARKING

This letter confirms the understandings reached by the parties during negotiations of the 2023-2026 State/NYSCOPBA Agreement in reference to Article 17.5 of the Security Services Collective Bargaining Agreement. The attached Memorandum of Understanding details the Last Offer Binding Arbitration (LOBA) procedure referred therein. This procedure shall be used

by the parties in the event that negotiations conducted pursuant to Article 17.5 fail to result in an agreement.

We also agree that during the course of negotiations pursuant to Article 17.5, there shall be an exchange of relevant information, including, but not limited to, data about parking finances, costs, physical and operational details, etc. If the parties proceed to LOBA as provided for in Article 17.5 and a dispute concerning the completeness or detail of the information exists, the dispute shall be decided by the arbitrator.

Additionally, in agreeing to the language in Article 17.5, we agreed that the first sentence of 17.5 (c) "No charge shall be imposed for parking facilities presently provided without charge and no existing charge for parking facilities shall be increased or decreased without negotiations pursuant to this Article." provides that if either party demands, negotiations are mandatory for increases or decreases in existing parking fees, and for the imposition of fees where none exist. Further, we agreed that after a new parking facility is open and an initial fee is established by the State, negotiations are mandatory, upon the demand of either party, for subsequent increases or decreases to the fees for such facilities.

This Memorandum of Understanding shall remain in effect until the parties mutually agree to make modifications.

MEMORANDUM OF UNDERSTANDING

Between

THE NEW YORK STATE CORRECTIONAL OFFICERS AND POLICE BENEVOLENT ASSOCIATION, INC.

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 17.5 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 other party – either the President of NYSCOPBA or the Director of the Office of Employee Relations.

b. The parties will attempt to agree upon an arbitrator from their current panels. 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 the Arbitrator 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 (if any), 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.

ATTACHMENT R – SIDE LETTER – STANDBY ON-CALL ROSTERS

Mr. Chris Summers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
20 Computer Drive West
Albany, New York 12208

Re: Standby On-Call Rosters

Dear Mr. Summers:

This is to confirm the parties' understanding with respect to standby on-call rosters in the Security Services Unit. The below shall apply to all employees in the Security Services Unit except for employees in the Department of Corrections and Community Supervision.

Employees who are required to be available for immediate recall and who must be prepared to return to duty within a limited period of time shall be listed on standby on-call assignment rosters. Assignments to such rosters shall be equitably rotated, insofar as it is possible to do so, among those employees who are eligible for overtime compensation under the definition contained in the Fair Labor Standards Act, qualified and normally required to perform the duties. The establishment of such rosters at a facility shall be subject to the authorization of the department or agency involved and the approval of the Director of the Budget.

An employee who is eligible to earn overtime under the definition contained in the Fair Labor Standards Act shall not be required to remain available for recall unless the employee's name appears on an approved recall roster. Such employee shall be paid an amount equal to ~~20~~ twenty-five (25) percent of the employee's daily rate of compensation (i.e., one-tenth of the bi-weekly rate of compensation and will include geographic, locational, inconvenience and shift pay as may be appropriate to the place or hours normally worked) for each eight hours or part thereof the employee is actually scheduled to remain and remains available for recall pursuant to such roster. An eligible employee who is actually recalled to work from the roster will receive appropriate overtime or recall compensation as provided by the State/NYSCOPBA Agreement. Administration of such payments shall be in accordance with rates established by the Director of the Budget.

Nothing herein shall prevent the parties from discussing or implementing standby on-call provisions for other titles in the unit upon mutual agreement of the parties.

Sincerely,

/s/ Michael Volforte

Director

ATTACHMENT S – SIDE LETTER – EMPLOYEE DEVELOPMENT AND TRAINING

This letter confirms the understandings reached by the parties during negotiations of the 2023-2026 State/NYSCOPBA Agreement regarding the negotiated employee development, training and quality of work life programs and services during the 2023-2026 State/NYSCOPBA Agreements.

The parties recognize the mutual benefits of such programs and services designed to promote:

(1) Increased career mobility, promotional opportunities, workplace safety and health, quality of work life and job satisfaction.

(2) A highly skilled, motivated, and productive work force committed to excellence in public service; and

(3) Effective labor-management relations between State and NYSCOPBA representatives.

Accordingly, the New York State (NYS) & NYSCOPBA will continue to provide education and training programs, which may include but are not limited to the following:

- Job skills and professional development training
- Education basics and other training
- Technical and computer skills training
- Tuition benefits
- Labor/Management training and consultation and contract administration training
- Occupational safety and health
- Employee wellness training and consultation
- Quality of work life and organizational improvement programs

During the term of the agreement, the parties will explore ways to better utilize funding to deliver education and training programs, including the use of third-party vendors to coordinate and deliver such training and the retention of staff to oversee such programs.

Moreover, the parties 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

Labor/Management 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 parties will develop the Program on a meet and agree basis. Program funding shall be drawn from monies appropriated pursuant to Article 13 and/or 25 of the Agreement as appropriate.

The State and NYSCOPBA shall promote the Program and encourage all labor/management teams to complete training in the core curriculum.

ATTACHMENT T – SIDE LETTER – EMPLOYEE PAYROLL INFORMATION

This letter confirms the understandings reached by the parties during negotiations of the 2023-2026 State/NYSCOPBA Agreement regarding Article 18, Payroll.

During negotiations, the parties discussed the importance for unit members to understand the computation of payments included as part of the paycheck that they receive. To that end, the

State and NYSCOPBA agreed to jointly request meetings with the Office of State Comptroller to discuss the current process for identifying and labeling earnings and deduction, to explore if there is a method to provide more detail concerning earnings and deductions to employees and other issues associated with bi-weekly paychecks.

The parties agreed to request and commence these meetings as soon as practicable after the ratification of the Agreement.

Moreover, the parties discussed the importance of an employing agency providing information to employees about their paychecks. To that end, after the conclusion of negotiations, the State will communicate with the agencies that employ unit members to emphasize the importance of providing information about the earnings and deductions in an employee's paycheck to improve the employee's understanding of the amount they are paid.

ATTACHMENT U – SIDE LETTER – TEMPORARY SERVICE EMPLOYEES

This letter confirms the understanding reached by the parties during negotiations of the 2023-2026 State/NYSCOPBA Agreement regarding temporary service employees.

The State and NYSCOPBA will form a committee to participate in a review of all temporary service employees, consultants and contractors during the term of this Agreement. The parties will meet and confer as to how State employees can be better utilized to fill this role in present and future circumstances.

ATTACHMENT V – SIDE LETTER – REOPENER

As was discussed in negotiations for the 2023-2026 agreement, upon execution and ratification of the Agreement, NYSCOPBA has the right to reopen negotiations, during the term of the agreement, with respect to the sole issue of a general salary increase for fiscal year 2023-2024, 2024-2025and/or 2025-2026, if any other state bargaining unit agrees to and ratifies a general salary increase exceeding 3.0% in any of these fiscal years. This right is conditioned on taking into account the overall value of compensation increases for NYSCOPBA members during the term of

the NYSCOPBA Agreement and the value of any concessions obtained by the state contained in the collective bargaining agreement used as justification by NYSCOPBA to demand reopening.

ATTACHMENT W – SIDE LETTER – JUSTICE CENTER PROCEEDING

Mr. Chris Summers
President
NYS Correctional Officers and Police Benevolent Association, Inc.
20 Computer Drive West
Albany, New York 12205

Re: Justice Center Proceeding

Dear Mr. Summers,

During the negotiations for a successor agreement to the 2009-2016 collective bargaining agreement, the parties discussed issues associated with substantiated cases of neglect by the NYS Justice Center for the Protection of People with Special Needs (Justice Center). While no resolution of those issues was reached, the parties agreed to form a labor/management committee to explore issues associated with these findings and the associated administrative proceedings conducted by the Justice Center including, but not limited to, the impact of collateral estoppel.

Sincerely,

/s/ Michael Volforte
Director

ATTACHMENT X – SIDE LETTER – WORKERS' COMPENSATION STUDY

During negotiations for a successor agreement to the 2016-2023 collective bargaining agreement, the parties discussed Workers' Compensation, including impact on staffing and operating costs. While no resolution of those issues was reached, the parties agreed to form a labor/management committee to obtain and analyze data regarding Workers' Compensation usage by members of the Security Services Unit. As part of this review, the parties agree to review and assemble data on the types of injuries incurred by unit members, how they occurred, the circumstances under which they occurred, where the injury occurred and lengths of absence. The parties will also review the conditions imposed upon injured employees during their absences, the process by which injured workers are evaluated for return to work, issues involving repeat injuries as well as the impact on the state and employees who undertake to cover for their absences. The parties will implement any recommendations mutually agreed upon by the President of the union and the Director of the Office of Employee Relations.

ATTACHMENT Y – SIDE LETTER – MANDATORY OVERTIME

Dear President Summers:

During the course of negotiations for a successor agreement to the 2016-2023 collective bargaining agreement, the parties discussed mandatory overtime and its impact, among other things, on the scheduled vacations, incidental leave days, regular days off, and the number of consecutive shifts/hours of work of unit members. While the parties did not reach any conclusions during bargaining, the parties did recognize the impact of overtime on the work-life of unit members. Therefore, the parties agreed to form a labor-management committee, with appropriate representatives from the union and the office of employee relations, including agency-level representation, to analyze the causes of the overtime including any overtime that may be deemed to be excessive, and its impact on these and other areas of work-life and make recommendations to the President of NYSCOPBA and the Director of the Office of Employee Relations to address the impact.

ATTACHMENT Z – SIDE LETTER – OVERTIME PAYMENT PROCEDURE

Dear President Summers:

During the course of negotiations for a successor agreement to the 2016-2023 collective bargaining agreement, the parties discussed issues involving the timing and explanation of payments other than salary including but not limited to the payment of overtime relative to when it is earned and holiday pay. Recognizing the importance of timely payments of earned compensation, including overtime, the parties agreed to form a labor-management committee, with appropriate representatives from the union and the office of employee relations, including agency-level representation to study and make recommendations concerning these subject areas. The committee shall also be empowered to request assistance or information from the Office of State Comptroller and the Division of Budget. The parties also agreed, as part of the charge to this committee, that the committee shall be empowered to explore implementing temporary staffing solutions to aid in the processing of payments.

ATTACHMENT AA – SIDE LETTER – RESOLUTION OF SAFE WORKING CONDITIONS GRIEVANCES

Dear President Summers:

During the course of negotiations for a successor agreement to the 2016-2023 collective bargaining agreement, the parties discussed issues pertaining to safe working conditions under Article 22. While grievances under Article 22 are only processed in accordance with Article 7.1(b) up to and including the conference phase of the Alternate Dispute Resolution Process, the parties reiterated that at the conference phase of the Alternate Dispute Resolution Process that there should be a robust attempt to resolve the grievance and that the Master Arbitrator is fully empowered to mediate and should attempt to mediate a resolution to the grievance.

ATTACHMENT BB – SIDE LETTER – RESTORATION OF BACKPAY, ACCRUALS AND OTHER BENEFITS

Dear President Summers:

During the course of negotiations for a successor agreement to the 2016-2023 collective bargaining agreement, the parties discussed issues pertaining to restoration of back pay, accruals, and other benefits. including, but not limited to, Article 7 and Article 8 awards or settlements. While the parties did not reach any conclusions during bargaining, the parties did recognize the impact of the timing of restoration of pay, accruals, and benefits on the members. Therefore, the parties agreed to form a labor-management committee, with appropriate representatives from the union and the office of employee relations, including agency-level representation, to review and expedite restoration of back pay, accruals, and other benefits, where applicable. The committee shall also be empowered to request assistance or information from the Office of State Comptroller and the Division of Budget.