

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

1. **Term:** April 1, 2016 to March 31, 2021.
2. **Bill of Rights**
 - a. Amend "G" as follows: (G) An employee shall be entitled to Union representation at an interrogation if it is contemplated that such employee will be served a notice of discipline pursuant to Article 8 of this Agreement or if the employee would be entitled to representation under Civil Service Law section 209-a.(1)(g). Such employee shall not be required to sign any statement arising out of such interrogation.
 - b. Add new "N" as follows: (N) The employer shall provide a copy of the interrogation transcript/recording of an individual to the employee when a notice of discipline is served against such employee.
3. **Article 5**
 - a. Amend Article 5.7 per attached Attachment A.
4. **Article 7**
 - a. Side letter instituting grievance "hold" procedure per attached Attachment B.
 - b. Amend Article 7.2(a) Step 3 procedure per attached Attachment C.
5. **Article 8**
 - a. Amend Article 8 to implement new tripartite panel and table of penalties per attached Attachment D.
 - b. Amend Article 8 to implement suspension review procedure per attached Attachment E.
 - c. Article 8.8
 - i. Amend to eliminate sunset clause
 - ii. Agree to opt out review procedure as follows: 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 GOER, 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.
 - iii. Agree to side letter forming labor management committee to study operation of expedited process as follows: The parties agree to form a labor-management committee that, after ratification of the agreement shall meet to study the expedited disciplinary process to inform the renegotiations of the arbitrator assignment process and make other procedural changes that are mutually agreed upon.
6. **Article 11 – Compensation**
 - a. Article 11.2 - across the board increases to salary schedule:
 - i. April 1, 2016 – 2%
 - ii. April 1, 2017 – 2%

- iii. April 1, 2018 – 2%
 - iv. April 1, 2019 – 2%
 - v. April 1, 2020 – 2%
- b. Agree to move arbitration ineligible employees to arbitration eligible schedule effective July 1, 2019
- c. Article 11.7 (a) - Location Pay
 - i. Across the board increases on 4/1/16; 4/1/17 and 4/1/18
 - ii. 4/1/19 – Mid-Hudson increase by \$250; Downstate increase by \$500
 - iii. 4/1/20 – Mid-Hudson increase by \$100; Downstate increase by \$125
- d. Article 11.12 (new) Hazardous Duty Pay (bi-weekly payment).
 - i. 1/1/18 - \$625 for arb eligible employees; \$200 for non-arb eligible employees
 - ii. 1/1/19 - \$150 increase for arb eligible employees
 - iii. 1/1/20 - \$200 increase for arb eligible employees
 - iv. 7/1/20 - \$200 increase for arb eligible employees
 - v. 12/1/20 - \$325 increase for arb eligible employees
- e. Effective October 1, 2020, the 25 year longevity shall be increased by \$500.
- f. Agree to Inconvenience Pay side letter as follows: The parties agree to form a labor-management committee that, after ratification of the agreement, shall meet to study the payment of and procedures involved in the payment of inconvenience pay and implement any agreed upon changes to how and when inconvenience pay is provided.

7. Article 12

- a. Health insurance changes per attached Attachment F.
- b. Across the board increases will be applied to Article 12.10(b).

8. Article 13

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

9. Article 14

- a. Amend Article 14.3 per attached Attachment G.
- b. Agree to side letter interpreting Article 14.5 as follows: The parties agree that Article 14.5 shall be interpreted to include the position of “court officer” within the office of court administration and trooper within the division of state police. The parties will meet and discuss other titles that fall within this article.
- c. Agree to side letter on Workers’ Compensation per attached Attachment H.
- d. Agree to remove Article 14.12 and 14.13.

10. Article 15

- a. Agree to side letter establishing new denominator for calculation of overtime per attached Attachment I.

11. Article 24

- a. Amend Article 24.1 to read as follows: For the purposes of this Article, seniority shall be defined as the length of an employee’s service in title including sick leave, military leaves not to exceed four years, and other leaves of absence which do not exceed one year and Workers’ Compensation Leave.
- b. Agree to side letter clarifying Article 24.1 with respect to reductions in force per attached Attachment J.

- c. Agree to side letter forming labor-management committee as follows: The parties agree to form a labor-management committee comprised of an equal number of representatives of GOER and NYSCOPBA to analyze and study the issue of current practices and procedures associated with employee's ability to bid and be awarded bids when on approved leaves. The parties agree that they will implement any agreed upon revisions to current practice and procedures.

12. Article 25

- a. Increase funding amounts in 25.6, 25.9 and 25.10 by across the board increases
- b. Agree to labor-management committee to discuss Article 25.10 and 13.5(b) per attached Attachment K.

13. Reopener

- a. Side letter per attached Attachment L.

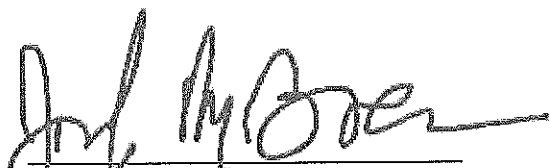
14. Side letters

- a. Agree to side letter on Justice Center per attached Attachment M.
- b. Agreed upon increased arbitrators fees for Article 7 and Article 8 proceedings.

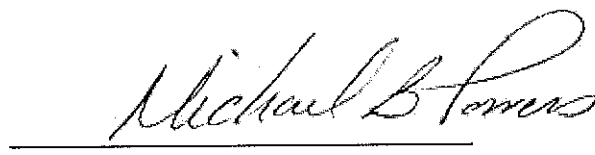
15. Unchanged Provisions.

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

16. Ratification. This agreement shall subject to approval by NYSCOPBA's Executive Assembly and ratification by NYSCOPBA membership.



State of New York



NYSCOPBA

Dated: 12/22/16

Dated: 12/22/2016

5.7 Union Leave

Attachment A

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.

Article 7
Side letter

Attachment B

The union, once a grievance is filed at step 1, may inform the employer that it is placing the grievance on "hold" so that it may pursue an informal resolution of the grievance. Once on hold, the grievance procedure is tolled until such time as the union informs the employer that it wish to end the "hold" status and have the grievance processed. For any grievance that is placed on hold and has the potential of accumulating financial liability, no additional financial liability shall be due, should the employer be found to have violated the agreement, for any period the grievance is in hold status for longer than 30 days.

Article 7.2

Attachment C

Step 3. In the event that the grievance has not been satisfactorily resolved at Step 2, an appeal to the Director of the Governor's 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 Governor's 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 Governor's Office of Employee Relations will meet and review all the 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 Governor's 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:

- ~~1. Expedited Decision. For grievances with respect to which either side believes that the decision is going to be traditional, and involves issues which cannot be resolved by the grievance process, the Governor's Office of Employee Relations shall provide, within ten days, a written Step 3 response in the form of a brief answer.~~
- ~~2. On-site Review. If both representatives believe that a Step 3 hearing review is necessary, the parties will agree to schedule such a review on the next trip to the work location in question. Trips to regions or work locations will be scheduled in advance on a "circuit" basis to ensure that each work location can be visited at least once every four months, if necessary.~~
- ~~3. Safety Issues. 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.~~
- ~~4. Hold Status. 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 Governor's Office of Employee Relations.~~

Article 8.2

Attachment D

(f) (1) 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.

(2) Effective upon ratification, for abuse and neglect cases, the arbitration procedure outlined in the side letter establishing the Select Panel for Abuse and Neglect cases, and any agreed upon procedural instructions that modify or supplement that side letter, will be utilized for resolving notices of discipline alleging abuse and/or neglect.

**Article 8 Side Letter
Special Panel Abuse and Neglect**

Attachment D

Dear Mr. Powers:

Re: Select Panel for Abuse and Neglect

This will confirm the our agreement during the negotiations for a successor agreement to the 2009-2016 Agreement between the State of New York and NYSCOPBA to create a new Select Panel for Abuse and Neglect cases as follows:

- After a notice of discipline is served, arbitration hearings upon charges of abuse or neglect of inmates, patients or other wards of the state¹, contained in such notice of discipline against an accused individual will be conducted by a three person hearing board.
- The presiding hearing officer shall be an independent arbitrator from a new Select Panel of arbitrators that are jointly selected by the parties to hear abuse and neglect cases. The parties shall agree to six independent arbitrators to serve on this panel for agreed upon defined terms. Upon creation of this panel, the arbitrators shall be randomly selected to be placed in order on a list. When a case arises, the first arbitrator on the list shall be selected as the presiding hearing officer for that case and then shall be rotated to the bottom of that list. For the next case, the arbitrator now at the top of the panel list shall be selected. Such rotation shall continue for all cases.
- The appointing authority, or designee, and the certified or recognized employee representative organization of any accused individual shall each select a representative for the hearing board.
- The presiding hearing officer shall conduct the hearing and shall make all rulings upon the submission of evidence and motions.
- The testimony at the hearing shall be recorded.
- The decision of the hearing board with respect to each charge of the notice of discipline shall be with respect to guilt on each charge and shall be the result of a majority vote. A finding of guilt or innocence shall be expressed in a written finding by the presiding officer addressed to the appointing authority or designee and shall note the concurrence or dissent of each party's representative. Either party's representative may file a concurring or dissenting opinion on guilt. The hearing board shall make an independent finding and shall not be bound by any prior determination.
- The hearing board with respect to a finding of guilt on any of the charges in the notice of discipline, shall issue a final decision on the appropriate penalty to be imposed against such individual shall be. Such penalty imposed shall also be part of the written finding of the hearing officer referenced above. Either party's representative may file a concurring or dissenting opinion on the penalty. The penalty imposed by the hearing board shall be limited to the penalty, or the penalty range, if any, on the table of penalties jointly developed by the parties. No other penalties can be imposed unless the presiding hearing officer and the representative of appointing authority and employee organization concur.
- The decision of the hearing board is an arbitration decision subject to Article 75 of the CPLR.

- On completion of the hearing, the charges, reports, record of proceedings and the disposition of the hearing shall be filed as a permanent part of the personnel record of the accused individual.
- Training for the special panel will be provided as soon as practicable. Additional training will be provided every two to three years thereafter.
- Individuals found guilty, but not terminated from employment, shall be moved to a different work location within the facility that eliminates any contact between the employee and the individual(s) such employee was accused of abusing and/or neglecting. Such individual shall retain their shift/pass days unless it would interfere with operations. The appointing authority will meet and confer with the employee, and a representative of the employee's choosing, prior to finalizing any such move.
- The parties agree to pay such arbitrators at rates that are mutually agreed to when the parties establish rates for all arbitrations under the agreement.

¹ Such notices of discipline may contain non-abuse/neglect charges.

Attachment D

NYSCOPBA DISCIPLINE TABLE OF PENALTIES TRIPARTITE PANEL FOR INDIVIDUAL FOUND GUILTY PURSUANT TO APPLICABLE DISCIPLINE PROCESS		
Offense	Minimum Penalty	Maximum Penalty
Discriminatory Abuse – 1. Continued Harassment of or obscene, derogatory or demeaning comments to an inmate/ward based on racial, ethnic, religious, sex, gender, gender identification, disability, other protected class, mental health status or crime of commitment 2. Continued Harassing conduct or obscene, derogatory or demeaning conduct to an inmate/ward based on racial, ethnic, religious, sex, gender, gender identification, disability, other protected class, mental health status or crime of commitment	1. First offense - 30 day suspension w/o pay 2. First offense -90 day suspension w/o pay	1. First offense – dismissal 2. First offense - dismissal
Opening a cell, holding area or other secure area without a proper purpose to permit or cause the abuse of an inmate/patient.	90-day suspension w/o pay	Dismissal
Materially falsifying documentation or testimony in a use of force or abuse investigation, <i>including omissions of material fact(s)</i> .	90 day suspension w/o pay	Dismissal
Interference with an Abuse Investigation or Witness.	90-day suspension w/o pay	Dismissal
Physical Abuse, laying hands on or striking an inmate or patient without justification as outlined in NYS Penal Law; orchestrating or using a third person to do the same; or verbally, physically or sexually manufacture a pretext to do the same	90-day suspension w/o pay	Dismissal
Serious Physical Abuse, Laying Hands on, Striking or utilizing a weapon to strike an inmate or patient without justification resulting in serious physical injury as defined in NYS Penal Law; or orchestrating or using a third person to do the same;; verbally, physically, or sexually manufacturing a pretext to do the same.	Dismissal	Dismissal
Sexual Voyeurism, Sexual Exhibitionism, or Sexual Conduct as defined by the Penal Law or Agency Policy.	Dismissal	Dismissal

NYSCOPBA DISCIPLINE TABLE OF PENALTIES OTHER ARTICLE 8 PROCEEDINGS FOR INDIVIDUAL FOUND GUILTY PURSUANT TO APPLICABLE DISCIPLINE PROCESS		
Use or possession, attempted use or possession of illegal drugs	Dismissal	Dismissal
Possession of contraband at entry to facility (DOCCS) (first offense only)		
1. Electronic devices (other than cell phones)	1. 15 day suspension w/o pay	1. 180 day suspension w/o pay

2. Cell phones 3. Books/magazines 4. Class A tools 5. Class B tools	2. 30 day 3. Letter of reprimand 4. 30 day suspension w/o pay 5. 15 day suspension w/o pay	2. 180 day 3. 30 day suspension w/o pay 4. 180 day suspension w/o pay 5. 120 day suspension w/o pay
Possession of contraband at entry to facility (other agencies) (first offense only)	15 days	180 days
Possession of contraband illegal under penal law	Dismissal	Dismissal

Article 8

Attachment E

Side Letter on Suspension Review

For only those suspensions without pay under Article 8.4(a)(1) that are not cases subject to the Select Panel for Abuse and Neglect process 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, 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 GOER), advising of its request and attaching a copy of the notice of suspension and a copy of the NOD (where issued). If no NOD has been issued, the arbitrator shall be emailed a copy of the NOD by the employer upon issuance.
- (4) Within five (5) business days of 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 GOER shall be copied on the submission.
- (5) At the next scheduled contract "triage" session after receipt of such request for review or as soon thereafter as is practicable, the arbitrator shall review the documents and the arguments of the parties. If the arbitrator feels the need to hear from the employer and 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 an 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.

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.

HEALTH INSURANCE BENEFITS FOR EMPLOYEES REPRESENTED BY NYSCOPBA

NYSHIP CHANGES

BENEFIT	CURRENT	PROPOSED
<u>Hospital Program:</u>		
<u>In-Network</u>		
Inpatient:	Covered in full	<i>\$100/250 copayment per stay (1 copay per person per year, max. 2 copays per Family per year)*</i>
Urgent Care	\$40 copayment	<i>\$50 copayment</i>
Outpatient Services:	\$40 copayment	<i>\$50 copayment</i>
Outpatient E/R:	\$70 copayment	<i>\$100 copayment</i>
Outpatient Surgery	\$60 copayment	<i>\$120/150 copayment*</i>
Outpatient PT	\$20 copayment *	<i>\$25/35 copayment *</i>
Deductible for outpatient services (Hosp., Med., MH/SA)	N/A	<i>\$500 per year per individual/\$1,000 per year per family</i>
<u>Non-Network</u>		
Inpatient/Outpatient up to the combined coinsurance max.	10% of billed charges or \$75 (greater of) up to the combined coins max. (\$3,000 or \$1,500)	<i>Allowed amt. up to the Coins Max. Enrollee pays 20% of allowed amt. or \$150 (greater of) up to the combined coins max., Plan pays 100% of allowed amount thereafter.</i>

* Prescription drugs co-pay changes will be effective 7/01/17;

* All other changes effective 1/01/18; subsequent copay changes effective 1/01/20;

* Rx Side-Letter change effective 7/01/17- new exclusions that are specific only to the side-letter language change, will be effective 1/01/18 for current utilizers.

HEALTH INSURANCE BENEFITS FOR EMPLOYEES REPRESENTED BY NYSCOPBA
NYSHIP CHANGES

BENEFIT	CURRENT	PROPOSED
Coinsurance Maximum	3,000EE/\$3,000SP/ \$3,000/DC ½ for SG ≤6	<i>\$4,000 EE/SP/DC ½ for SG 6 or less and CPI-M</i>
Skilled Nursing Facility	365 days	<i>120 days</i>
Copay toward Basic Medical Coins Max	Allowed	<i>Not Allowed</i>
Hyperbaric Oxygen Services, Cardiac Rehabilitation, Occupational Therapy & Speech Therapy provided in a hospital setting will be covered under the Hospital Program	Currently covered under Medical Program	<i>Also covered under the Hospital Program when provided in a hospital setting.</i>
<u>Medical Program:</u> <u>In-Network</u> Primary Care Provider Specialty Provider Urgent Care Amb. Surgery Center Ambulance Service PT Services	\$20 copayment \$20 copayment \$20 copayment \$30 copayment \$35 copayment \$20 copayment *	<i>\$25/35 copayment*</i> <i>\$25/35 copayment*</i> <i>\$50 copayment</i> <i>\$60/75 copayment*</i> <i>\$100 copayment</i> <i>\$25/35 copayment *</i>

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* Rx Side-Letter change effective 7/01/17- new exclusions that are specific only to the side-letter language change, will be effective 1/01/18 for current utilizers.

HEALTH INSURANCE BENEFITS FOR EMPLOYEES REPRESENTED BY NYSCOPBA
NYSHIP CHANGES

BENEFIT	CURRENT	PROPOSED
Copay Stacking	Stacking Permitted	<i>Single Copay per provider per date of service</i>
In-Network deductible for outpatient services (Hosp., Med., MH/SA)	N/A	<i>\$500 per year per individual/\$1,000 per year per family</i>
<u>Non-Network</u>		
Basic Medical Deductible	\$1,000EE/\$1,000SP/ \$1,000DC	<i>\$1,500EE/\$1,500SP/ \$1,500DC</i>
Basic Medical Coinsurance Max.	\$3,000EE/\$3,000SP/ \$3,000DC ½ for SG≤6	<i>\$4,000EE/\$4,000SP/ \$4,000DC ½ for SG≤6 Deductible and Coins Max both subject to CPI-M escalator</i>
R&C	Fair Health 90 th percentile	<i>Fair Health 80th percentile</i>
Copay toward Basic Medical Coins Max	Allowed	<i>Not Allowed</i>
<u>Prescription Drug Program:</u>		
<u>Retail:</u>		
Up to 30 day supply	\$5, \$25, \$45	<i>\$8, \$35, \$70*</i>
31-90 day supply	\$10, \$50, \$90	<i>\$16, \$70, \$140*</i>

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* Rx Side-Letter change effective 7/01/17- new exclusions that are specific only to the side-letter language change, will be effective 1/01/18 for current utilizers.

HEALTH INSURANCE BENEFITS FOR EMPLOYEES REPRESENTED BY NYSCOPBA

NYSHIP CHANGES

BENEFIT	CURRENT	PROPOSED
<u>Mail Service:</u> Up to 30 day supply 31-90 day supply New To You Program Flexible Formulary Side Letter	\$5, \$25, \$45 \$5, \$50, \$90 Active “. . .and . . .”	<i>\$8, \$35, \$70*</i> <i>\$12, \$60, \$120*</i> <i>Eliminate</i> <i>Replace “and” with “or are”; effective 1/01/17; 1/01/18 for current utilizers of specific affected drugs *</i>
<u>Managed Mental Health Program:</u> <u>In-Network</u> Inpatient In-Network deductible for outpatient services (Hosp., Med., MH/SA) Office Visit/Other Outpatient Services	Covered in full N/A \$20 copayment	<i>\$100/250 copay per stay (1 copay per person per year, max 2 per family per year)*</i> <i>\$500 per year per individual/\$1,000 per year per family</i> <i>\$25/35 copayment*</i>

* Prescription drugs co-pay changes will be effective 7/01/17;

* All other changes effective 1/01/18; subsequent copay changes effective 1/01/20;

* Rx Side-Letter change effective 7/01/17- new exclusions that are specific only to the side-letter language change, will be effective 1/01/18 for current utilizers.

HEALTH INSURANCE BENEFITS FOR EMPLOYEES REPRESENTED BY NYSCOPBA
NYSHIP CHANGES

BENEFIT	CURRENT	PROPOSED
<u>Non-Network</u>		
Out-of-Network Inpatient	10% of billed charges up to the Coins Max	<i>Basis for allowance will be Avg. Rate by Zip Code up to the Coins Max. Plan pays 80% of Avg. Rate until Coins Maximum is reached; Plan pays 100% of Avg. Zip Rate thereafter.</i>
Basic Medical Deductible	\$1,000EE/\$1,000SP/ \$1,000DC	<i>\$1,500EE/\$1,500SP/ \$1,500DC</i>
Basic Medical Coinsurance Max.	\$3,000EE/\$3,000SP/ \$3,000DC	<i>\$4,000EE/\$4,000SP/ \$4,000DC ½ for SG≤6 Deductible and Coins Max both subject to CPI-M escalator</i>
R&C	Fair Health 90 th percentile	<i>Fair Health 80th percentile</i>
Copay toward Basic Medical Coins Max	Allowed	<i>Not Allowed</i>
<u>Vision Care Program:</u>		
Digital Progressive Lenses	Not covered	<i>Covered at a Participating Provider with \$90 copayment</i>

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* All other changes effective 1/01/18; subsequent copay changes effective 1/01/20;

* Rx Side-Letter change effective 7/01/17- new exclusions that are specific only to the side-letter language change, will be effective 1/01/18 for current utilizers.

HEALTH INSURANCE BENEFITS FOR EMPLOYEES REPRESENTED BY NYSCOPBA
NYSHIP CHANGES

BENEFIT	CURRENT	PROPOSED
Yearly Exams for Contacts	Not Covered	<i>Allowed for enrollees whose last contact lenses were covered through the Vision Care Program.</i>
<u>Dental Program:</u> Annual Maximum	\$2300 per person per year	\$3000 per person per year
Composite (white) fillings	Paid @ Amalgam Rate	Covered as Composite
Dental Implants	Not Covered	Covered (subject to \$600 limitation per implant)
Lifetime Orthodontic	\$2300 lifetime limit	\$3000 Lifetime Limit
<u>Value Based Insurance Design</u>	N/A	<i>Develop Through Joint Committee with Future Pilot Program Implementation</i>

- * Prescription drugs co-pay changes will be effective 7/01/17;
- * All other changes effective 1/01/18; subsequent copay changes effective 1/01/20;
- * Rx Side-Letter change effective 7/01/17- new exclusions that are specific only to the side-letter language change, will be effective 1/01/18 for current utilizers.

HEALTH INSURANCE BENEFITS FOR EMPLOYEES REPRESENTED BY NYSCOPBA
NYSHIP CHANGES

BENEFIT	CURRENT	PROPOSED
<u>Telemedicine Program</u>	N/A	<i>Develop Through Joint Committee with Future Pilot Program Date of Implementation</i>

NOTE: Prescription Drug changes effective 7/01/17; All other changes to take place effective 1/1/18 or depending on terms of agreed CBA.

- * Prescription drugs co-pay changes will be effective 7/01/17;
- * All other changes effective 1/01/18; subsequent copay changes effective 1/01/20;
- * Rx Side-Letter change effective 7/01/17- new exclusions that are specific only to the side-letter language change, will be effective 1/01/18 for current utilizers.

Article 14

Attachment G

14.3 Bereavement/Family Sick Leave

- (a) Employees shall be allowed to charge absences from work in the event of death or illness in the employee's immediate family against accrued sick leave credits up to a maximum of ~~15~~30 days in any one calendar year.
- (b) For the purpose of defining eligibility for paid leave because of illness or death in the family, the term "family" shall be defined as the employee's spouse, child, parent, grandparent, brother, sister, aunt, uncle, parent-in-law, brother-in-law, sister-in-law, grandchild, step-sibling, step-parent, step-child or any person living in the employee's household.
- (c) Requests for ~~bereavement~~ leave shall be subject to approval of the appointing authority; such approval shall not be unreasonably denied.
- (d) An employee's absence from work which would normally be approved as sick leave under Article 14.3 and charged against sick leave credits shall, at the employee's request, be approved as a charge against other leave credits if the employee has utilized the full amount of sick leave accruals referenced in Article 14.3(a) or has otherwise exhausted their sick leave accruals. Such approval shall not be unreasonably denied.

Article 14.9 (h)

Attachment H

The State and NYSCOPBA agree to continue the standing Joint Committee on Workers' Compensation. The Committee shall consist of an equal number of representatives selected by NYSCOPBA and an equal number of representatives selected by the State. The Committee will be responsible for

- the ongoing review and oversight of the MEP;
- evaluating the current leave at full pay benefit to take into account taxes that would be paid by an individual if they were working so that individual on benefit doesn't make more remaining out of work;
- analyzing light duty process and procedures including but not limited to the third party review process, current light duty standard, expand light duty to include medically appropriate assignments beyond current standard and eliminate inconsistencies in application of current standard;
- analysis and implementation of an agreed upon pilot PPO as soon as practicable after 1/1/17. Includes addressing implementation issues and make recommendation on geographic location issues. Expansion subject to agreement of parties. PPO minimum participation length shall be 120 days;
- Review and implementation of revised agreed upon administrative procedures including but not limited to using 3-point contact and follow up contacts from employer or employer's representative; unit-wide medical documentation submission, receipt and review procedures to ensure consistent application of employee status; accident reporting procedures; issues related to attendance at IME and SME; and issues related to scheduled loss of use and employee status.

Article 15**Attachment I****Overtime Denominator side letter**

The parties agree that effective upon the implementation of the retroactive across the board salary increases due under the 2016-2021 agreement, the denominator for the calculation of overtime shall be 2080 rather than 2000 on a prospective basis.

Article 24.1**Attachment J****Reductions in force side letter**

A unit member who is subject to a layoff or reduction in force pursuant to Civil Service Law 80 or 80-a shall not be considered to have his/her service broken for the purpose of Article 24.1.

Article 25.10/13.5(a)
Family/EAP Side Letter

Attachment K

The parties agree to meet and agree on the combination of these articles, after the ratification of the agreement, so that these articles are consistently applied across all state bargaining unit agreements.

Side letter – reopener

Attachment L

As was discussed in negotiations for the 2016-2021 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 2016-2017, 2017-2018, 2018-2019, 2019-2020 and/or 2020-2021, if any other state bargaining unit agrees to and ratifies a general salary increase exceeding 2.0% 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.

**Side letter
Justice Center proceeding**

Attachment M

During the negotiations for a successor agreement to the 2011-2016 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.

Articles 7 and 8

Arbitrators – unpublished side letter

Increase number of Article 7 arbitrators to 6 or as many other arbitrators are as agreed upon. Pay \$1200.

Increase number of Article 8 arbitrators as needed. Pay \$1200.

Special panel – pay \$1800.

Premium Side letter

This letter will confirm the mutual understandings reached by the parties during the negotiation of the 2016-2021 State/Security Services Unit Agreement regarding the reduction in health insurance premium contribution to be paid by NYSCOPBA represented employees effective July 1, 2017 and the approximate anticipated bi-weekly premium reduction effective January 1, 2018.

Effective July 1, 2017 the biweekly Empire Plan rates for NYSCOPBA represented employees will be reduced to \$52.68 for Individual coverage and \$207.21 for family coverage.

Effective January 1, 2018 NYSCOPBA represented employees will pay approximately \$1.70 less in bi-weekly employee share premium for Individual coverage and approximately \$8.50 less in bi-weekly employee share premium for family coverage in premium than those groups who do not have ratified agreements with health insurance changes.