

**SECURITY SUPERVISORS UNIT
2016-2023**

AGREEMENT BETWEEN
THE STATE OF NEW YORK
AND NEW YORK STATE LAW ENFORCEMENT OFFICERS UNION,
COUNCIL 82, AFSCME, AFL-CIO

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PREAMBLE

This Agreement entered into by the Executive Branch of the State of New York hereinafter referred to as the "Employer" and Security Supervisors Unit Employees Council 82, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", on behalf of all employees in the bargaining unit in every agency where they may be employed, has as its purpose the promotion of harmonious employee relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of salaries, wages, hours of work and other terms and conditions of employment.

BILL OF RIGHTS

To ensure that individual rights of employees in the Security Supervisors Unit are not violated, the following shall represent the Employees' Bill of Rights:

- (A) An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.
- (B) An employee shall be entitled to Union representation at each stage of a disciplinary proceeding instituted pursuant to Article 8 of this Agreement.
- (C) No employee shall be requested to sign a statement of an admission of guilt to be used in a disciplinary proceeding under Article 8 without having Union representation.
- (D) No recording devices of any kind shall be used during any disciplinary proceedings except as provided for in Article 8, unless agreed to by all parties and each party receives a copy of the tape.
- (E) In all disciplinary hearing proceedings under Article 8, the burden of proof shall rest with the Employer.
- (F) An employee shall not be coerced or intimidated or suffer any reprisal either directly or indirectly that may adversely affect their hours, wages or working conditions as the result of the exercise of their rights under this Agreement.
- (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.
- (H) Except as provided below, any statements or admissions made by an employee during such an interrogation without the opportunity to have Union representation may not be subsequently used in a disciplinary proceeding against that employee.
- (I) If representation is requested by the employee and if such representation is not provided by the Union within a reasonable period of time, the Employer may proceed with the interrogation.
- (J) The Employer shall not infringe upon the right of an employee to be accompanied by counsel as provided by Section 73 of the Civil Rights Law, when said employee is summoned to appear before any "hearing" or before any "agency," as such terms are defined in Section 73 of the Civil Rights Law.
- (K) Any employee who is subject to questioning by their Department's Inspector General's Office shall, whenever the nature of investigation permits, be notified at least 24 hours prior to the interview.
- (L) Any employee who was notified that there was an investigation pending against them by their Department's Inspector General's Office shall be notified by the Employer of the closure of the investigation within two weeks of a written request made by the employee.
- (M) The Employer shall keep confidential all employee medical records.
- (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.

ARTICLE 1

Term of Agreement

1.1. This Agreement shall be effective as of April 1, 2016, except as otherwise specified, and shall continue in full force and effect to and including March 31, 2023.

ARTICLE 2

Recognition

2.1 The Employer, pursuant to the certification of the Public Employment Relations Board, recognizes the Union as the sole and exclusive representative of those employees in the Security Supervisors Unit for the purpose of collective negotiations concerning salaries, wages, hours of work and other terms and conditions of employment of employees serving in positions in the Security Supervisors Unit.

ARTICLE 3

Nondiscrimination

3.1 The Employer and the Union agree that the provisions of this Agreement shall be applied equally to all employees in compliance with applicable law against discrimination as to age, race, creed, color, national origin, sex, disability, marital status, political affiliation and sexual orientation as defined by the New York State Human Rights Law in effect on April 1, 2003. The parties reaffirm their commitment to all applicable military laws and the rights of former and present members of the Armed Forces of the United States.

3.2 All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

3.3 The Employer agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity permissible under the Taylor Law and this Agreement in an official capacity on behalf of the Union, or for any other cause.

3.4 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 4

Check-Off

4.1 The Employer agrees to grant exclusive rights of dues deduction to the Union and will deduct Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Union and the aggregate deductions together with a list of employees for whom deductions were made shall be remitted forthwith to the Union.

4.2 The Employer further agrees to grant to the Union exclusive payroll deduction of payments for employee benefit programs sponsored by the Union.

4.3 Employees may, at their individual option, participate by voluntary payroll deductions in the Individual Retirement Account (IRA) plan, provided through the Union, by a "financial organization" (as defined in State Finance Law §201.6) pursuant to the Economic Recovery Tax Act of 1981 (P.L. 97-34).

4.4 Employees may, at their individual option, participate in the New York State Deferred Compensation Plan subject to the law and rules governing the Plan.

4.5 Employees may, at their individual option, participate in the AFSCME program known as "Public Employees Organized for Political and Legislative Equality."

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 Supervisors Unit employees. All bulletins or notices shall be signed by the Council President, Local Union President, 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, facilities, regions or headquarters which have repeated violations, the Director of the 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 president of the local or unit chairperson of the Union 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 Employer shall grant employee organization leave during each year of this Agreement to employees attending meetings of the Union's Executive Board, policy committees and other statewide Council 82 meetings. Such employee organization leave shall be available for up to a maximum total of 122 days during each year that this Agreement is in effect.

(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 Council 82. 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 Union functions such as Union conventions.

(d) Under special circumstances and upon advance request, additional employee organization leave for additional meetings may be granted by the Director of the 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 eligible to receive such leave for this purpose, except that this restriction shall not apply to the Council President, Corrections and Law Enforcement Policy Chairs and the President of the Corrections Lieutenants Local. 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 will not be granted unless the Union provides the Director of the Office of Employee Relations or his designee with seven 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 Office of Employee Relations or his designee shall send the Union a statement showing the remaining employee organization leave available for the current Agreement year pursuant to paragraph 5.3(a) above upon request of the Union. This statement shall be presumed correct unless the Union within 30 days of receipt of the statement advises the Director of the Office of Employee Relations or his 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 to the Director of the 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.

(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

Mandatory agency shop fee deductions shall be continued for the period required by law.

5.6 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 Office of Employee Relations. The Union shall periodically, as specified by the Director of the Office of Employee Relations, reimburse the State for the salary or wages paid to each employee by the Employer during such leave of absence including all allowances, bonuses and any other payments made, including those made consistent with this negotiated Agreement 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 or 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 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.

5.7 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.

5.8 New Employees

The Employer agrees to provide Council 82 with the name, duty location and, when possible and applicable, shift of each employee promoted or hired into the unit within seven (7) days of appointment.

ARTICLE 6

Management Rights

6.1 Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it.

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 or the Union is encouraged to resolve disputes subject to this Article informally by reviewing them with the appropriate immediate supervisor, local administration or agency or department.

(a) Grievances

Step 1. The employee and/or the Union shall present the grievance in writing to the facility head, institution head, divisional head, commanding officer or regional head within 20 days of the act or omission giving rise to the grievance or within 20 days of the date on which the employee first knew of such act or omission. The facility head, institution head, divisional head, commanding officer 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. The decision shall include a brief statement of relevant facts and reasons on which the decision is based.

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, why the

decision at the Step 1 level is inadequate, 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 thirty 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. 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 15 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:

1. Issues which are, in fact, safety and health concerns (not to include staffing issues) may be referred to an Agency Level Statewide Safety & 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.

2. The grievance may be put on hold for four 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 their 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 60 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.¹ 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 one day per month, or as needed, 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 form provided by the parties. The master arbitrator shall have the authority to issue bench decisions when appropriate.

The decision or award of the master arbitrator shall be consistent with applicable law and the Agreement and final and binding upon the parties (Council 82 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.

(8) The parties may meet periodically to insure 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

¹ 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.

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 develop a system to 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.

Step 1 - steward and unit chairperson or local president or the local President's designee, or regional vice president, but not to exceed two local union representatives.

Step 2 - steward, local president, and policy committee chairperson or regional vice president and, when mutually agreed, the Council President.

Step 3 - steward, local president, policy committee chairperson or regional vice president and Council President.

Arbitration - steward, local president, policy committee chairperson or regional vice president and Council President or designee.

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 and Union staff representatives authorized to so represent the Union within 60 days from the date of execution of the Agreement.

(b) International representatives and Union staff representatives 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 Council 82, may mutually agree to waive Steps 1, and 2 of the grievance procedure. 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.

7.5 During the term of this Agreement, the parties shall discuss and explore the possibility and practicality of utilizing teleconferences and video conferences in the processing of grievances at any and all steps of the procedure. The parties may further implement a system on a pilot or permanent basis upon reaching agreement on the parameters of a system.

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 their 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 Council 82, AFSCME."

(b) The Union grievance representative at the appropriate level shall be notified of the name of the employee in writing within 24 hours of the service of a notice of discipline. Notification 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* 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 their 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 their position to the department or agency head or their 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 their 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 New York State Public Employment Relations Board, with a copy to the department or agency head, or their 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. The parties agree to engage in discussions regarding arbitrators' fees and study days which may result in a new side agreement which would then supercede the agreement with the Public Employment Relations Board referenced above. 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 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 Council 82.

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 their 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 their appointing authority only pursuant to paragraphs (1) or (2) below.

(1) The appointing authority or their designee may suspend without pay an

employee when the appointing authority or their 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 their designee shall set forth in writing to the employee the specific reasons for the suspension.

(2) The appointing authority or their designee may with agency approval suspend without pay an employee charged with the commission of a crime. Such employee shall notify their 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 their 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 disciplinary action is taken for the incident 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.

(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 shall not be offset by any wages earned by the employee during the period of their suspension with the exception of unemployment insurance. 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

by appropriate elected local union officials, provided, however, the number of such officials shall not exceed two. 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 representatives' scheduled working hours. Reasonable and necessary time spent in processing and investigating grievances, including travel time, during such representative's scheduled working hours shall be considered as time worked provided, however, that when such activities extend beyond such representative's scheduled working hours, such time shall not be considered as time worked. On the representative'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 representatives 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 workstation 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 Arbitration

In lieu of the procedures specified elsewhere in Article 8 of this Agreement, any disciplinary grievance involving the suspension of an individual employee can, with mutual agreement of the parties hereto, or the employee if not represented by the Union, be submitted to arbitration under the expedited arbitration procedure hereinafter provided within 14 days after the filing of a disciplinary grievance. In all other grievances involving disciplinary action which are specifically subject to arbitration under Article 8 of this Agreement, the Union may, within 14 days after the filing of a demand for arbitration under Article 8.2(e), propose to use the expedited arbitration procedure hereinafter provided. Either party may propose use of this procedure, but it shall be in writing and must be agreed to by both the parties. If no such election is made within the foregoing time period, the arbitration procedure in Article 8 shall be followed. As soon as possible after this Agreement becomes final and binding, a panel of arbitrators shall be selected by the parties. Each arbitrator shall serve until the termination of this Agreement unless by mutual agreement the parties terminate their services earlier. The arbitrator shall be notified of their termination by a joint letter from the parties.

The arbitrator shall conclude their services upon conclusion of any outstanding arbitrations. A successor arbitrator shall be selected by the parties. Arbitrators shall be assigned cases as described below.

The procedure for expedited arbitration shall be as follows:

- (a) The panel of arbitrators shall be assigned a number in rotation.
- (b) The parties shall rank the next five members of the panel in rotation and the member with the highest ranking shall serve as arbitrator.

(c) The five members shall be randomly assigned a number (remixed) after each rotation is complete.

(d) The parties shall notify the arbitrator in writing on the day of the arbitration demand in suspension cases to settle a grievance by expedited arbitration. The arbitrator shall notify the parties in writing of the hearing date which must be within 30 days.

(e) The parties must submit to the arbitrator five days prior to the hearing a written stipulation of all facts not in dispute.

(f) The parties shall present an oral closing argument of the case. However, alternatively, and by mutual agreement only, and within five (5) working days after the hearing each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position. The arbitrator shall give their award within five (5) working days after the hearing, or when applicable after receiving the briefs. They shall provide the parties a brief written statement of the reasons supporting their award.

(g) The time limits in this Section may be extended by agreement of the parties only in emergency situations. Such extensions shall not circumvent the purpose of this procedure.

(h) The decision of the arbitrator will be final and binding. The compensation and expenses of the arbitrator and the general expenses of the arbitration shall be borne by the Employer and the Union in equal parts except in cases where the employee is not represented by the Union, in which cases the costs shall be borne by the employee and the Employer, as per Article 8.20).

(i) The power, authority and restrictions applicable to a disciplinary arbitrator under Article 8 shall apply 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 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, patients, or wards 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, parolee, 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 Council 82.

(c) The neutral arbitrator shall be selected from a panel of arbitrators established by joint agreement of Council 82 and OER. Once the panel is established the arbitrators shall be placed in order and 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 of a neutral arbitrator pursuant to any conflicts the neutral arbitrator has with hearing a 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 in the Penal Law §10(10), an 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 training as soon as the panel is constituted and every three years thereafter.

*Unless otherwise specified days as used in this Article shall mean calendar days.

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 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) Grievances alleging violation of this Article shall be processed pursuant to Article 7, paragraph 7.1(b), and shall be filed utilizing an out-of-title grievance form.

(b) If appealed to Step 3, the Director of the Office of Employee Relations shall seek an opinion from the Director of Classification and Compensation concerning whether or not the assigned duties which are the subject of the grievance are substantially different from those appropriate to the title to which the employee is certified. The Union shall be given the opportunity to present to the Director of Classification and Compensation, a written brief of the facts surrounding the grievance. The Director of Classification and Compensation shall, within 60 calendar days of the filing of the appeal, forward their opinion to the Director of the Office of Employee Relations, and the Union, for implementation.

(c) If it is the opinion of the Director of Classification and Compensation that the assigned duties which are the subject of the grievance are substantially different from those appropriate to the title to which the employee is certified, the Director of the Office of Employee Relations, or their designee, shall direct the appointing authority forthwith to discontinue such assigned duties.

(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 employee, 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. The amount of monetary relief shall be the difference between what the affected employee was earning at the time he performed such duties and what he would have earned at that time in the entry level of the higher salary grade title, but in no event shall such monetary award be retroactive to a date earlier than fifteen calendar days prior to the date the grievance was filed in accordance with this Agreement.

ARTICLE 10

Review of Personal History Folder

10.1 For the purposes of this Article, there shall be one official personal history folder maintained for an employee. An employee shall, within five working days of a written request to their department, agency or institution, have an opportunity to review their official personal history folder in the presence of a local Union representative (if requested by the employee) and an appropriate official of the department, agency or institution. Such right shall not be abused. The employee shall be allowed to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse.

10.2 The official personal history folder shall contain all memoranda or documents relating to such employee which contain criticism, commendation, appraisal or rating of such employee's performance on their job. Copies of such memoranda or documents shall be sent to such employee simultaneously with their being placed in their official personal history folder.

10.3 An employee may, at any time, request and be provided copies of all documents and notations in their official personal history folder of which he 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.

10.4 With the exception of disciplinary actions or annual work performance ratings, any material in the official personal history folder of an adverse nature, over one year old may, upon the employee's written request, be removed from the official personal history folder by mutual agreement of the employee and the appropriate agency representative. This does not preclude the earlier removal of such material.

10.5 Upon an employee's written request, a counseling memorandum over three years old shall be removed from the official personal history folder, provided that the employee has received no additional counseling memoranda or notice of discipline during that period. Any reference to such counseling memorandum appropriately removed shall not be contained in the official personal history folder.

10.6 Counseling of employees shall be carried out pursuant to Appendix "C" and grievances regarding the application of said Appendix shall be processed pursuant to Article 7, paragraph 7.1(b).

10.7 Documents which have been removed from the official personal history folder pursuant to Section 10.4 or 10.5 shall not be admitted as evidence in a subsequent disciplinary arbitration for that employee.

10.8 Except as specifically prohibited by law and requests related to official State purposes or government investigations, an employee shall be notified of requests for access to the employee's personal history folder. For the purpose of this Article, a lawsuit against an employee or the State shall not be deemed an official State purpose. Said notification shall be at least seventy-two hours prior to the requested access, provided however, a validly issued subpoena may be satisfied by the employer. Notwithstanding anything to the contrary, the Employer may respond to a matter in pending litigation without giving an employee seventy-two hours notice where the matter necessitates an

immediate response. Under those circumstances notice to the employee will be given as quickly as possible. Release of employment and income information in connection with employee credit applications need not be reported to the employee.

ARTICLE 11

Compensation

Certain terms of this Article apply only to employees who are ineligible for Interest Arbitration pursuant to Civil Service Law Section 209(4) on the date of the execution of this Agreement, indicated by (Interest Arbitration ineligible employees only).

11.1 Legislation

The Employer shall prepare, secure introduction and recommend passage by the Legislature of appropriate legislation in order to provide the benefits described in this Article.

11.2 General Salary Increase

(a) Salary Increase for Fiscal Year 2016-2017

Effective April 1, 2016, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2016, will be increased by 2 percent.* The salary schedules for employees shall be amended to reflect the increase provided herein.

(b) Salary Increase for Fiscal Year 2017-2018

Effective April 1, 2017, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2017, will be increased by 2 percent.* The salary schedules for employees shall be amended to reflect the increase provided herein.

(c) Salary Increase for Fiscal Year 2018-2019

Effective April 1, 2018, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2018, will be increased by 2 percent.* The salary schedules for employees shall be amended to reflect the increase provided herein.

(d) Salary Increase for Fiscal Year 2019-2020

Effective April 1, 2019, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2019, will be increased by 2 percent.* The salary schedules for employees shall be amended to reflect the increase provided herein.

(e) Salary Increase for Fiscal Year 2020-2021

Effective April 1, 2020, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2020, will be increased by 2 percent.* The salary schedules for employees shall be amended to reflect the increase provided herein.

(f) Salary Increase for Fiscal Year 2021-2022

Effective April 1, 2021, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2021, will be increased by 2 percent.* The salary schedules for employees shall be amended to reflect the increase provided herein.

* Effective April 1, 2021, the basic annual salary of Interest Arbitration ineligible employees in fulltime annual salaried employment status on March 31, 2021, will be established pursuant to the fiscal year 2021-2022 salary schedule in Appendix "A".

(g) Salary Increase for Fiscal Year 2022-2023

Effective April 1, 2022, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2022, will be increased by 2 percent.* The salary schedules for employees shall be amended to reflect the increase provided

herein.(h) Other Than Annual Salary Employees

The above provisions shall apply on a prorated basis to employees paid on an

hourly or per diem basis or on any basis other than at an annual salary rate or to an employee serving on a part-time basis.

11.3 Advancement within a Salary Grade

(a) An employee whose salary is below the job rate is eligible to be considered for a performance advancement payment. Such employee is eligible to receive a performance advancement payment effective April 1* provided the employee had 100 workdays of actual service in grade during the preceding fiscal year. An employee may not exceed the job rate as a result of adding the performance advancement payment.

(b) Employees will advance to the job rate of the salary grade based on periodic evaluations of work performance. These evaluations will be conducted at least annually.

(c) Employees are to be advanced in salary annually based on a performance evaluation of "needs improvement" or better in an amount equivalent to the dollar difference between two consecutive advancement rates. This amount of money is hereafter called the performance advancement payment and is added to basic annual salary.

(d) A performance advancement payment shall be withheld from an employee who is evaluated "unsatisfactory." An individual employee may not be assigned an "unsatisfactory" rating more than twice in a row for the purpose of withholding a performance advancement payment in the employee's current salary grade.

11.4 Promotions

Employees who are promoted, or appointed to a higher salary grade will be paid at the hiring rate of the higher grade or will receive a percentage increase in base pay determined as indicated below, whichever results in a higher salary.

<u>For a Promotion of</u>	<u>An Increase of</u>
1 Grade	3.0%
2 Grades	4.5%
3 Grades	6.0%
4 Grades	7.5%
5 Grades	9.0%

An employee who is promoted or appointed to a higher salary grade and whose resulting salary is between the hiring rate and the job rate of the grade shall be advanced as described above.

11.5 Movement to a Lower Salary Grade

(a) Permanent employees whose positions are reclassified or reallocated to a lower salary grade will not be reduced in salary.

(b) Employees except those covered above, who move to a lower salary grade will be placed at a rate in the lower grade which corresponds to their combined performance advancement in both the higher and the lower salary grades.

(c) Employees who move to a lower salary grade and whose salary is below the job rate will be eligible for performance advancements to the job rate as described above.

11.6 Longevity Payments

(a) Longevity payments for interest arbitration eligible and ineligible employees as set out in the salary schedules in Appendix "A" will be provided to employees upon completion of 10, 15, 20, and 25 years of continuous service. Continuous service shall

mean time in a title or combination of titles which have existed and/or presently exist in the Security Services, Agency Law Enforcement Services or Security Supervisors Unit. Such payment will be added to base pay effective on the payroll period which next begins following the actual completion of 10, 15, 20, and 25 years of continuous service

(b) Salary increases pursuant to 11.2 shall be applied to longevities.

(c) In no event may an employee's basic annual salary exceed the longevity maximum of the salary grade as the result of the longevity payment or adjustment.

(d) Employees whose basic annual salary after the application of the general increase and implementation of the new salary schedule is above the job rate will be considered to have received longevity payments in the amount by which their basic annual salary exceeds the job rate for their grade.

(e) Such longevity payments will be added to and considered part of base pay for all purposes except for determining an employee's change in salary upon movement to a different salary grade and their potential for movement to the job rate of the new grade, after which determination the appropriate longevity payments will be restored.

(f) The longevity amount for all employees will be adjusted to reflect the longevity payments which are appropriate to their current salary grade.

11.7 Locational Compensation and Inconvenience Pay

(a) Locational Adjustment

(1) For Interest Arbitration ineligible employees only, eligible employees in New York City, Nassau, Rockland, Suffolk, and Westchester Counties will receive a Downstate Adjustment in addition to their basic annual salary. Eligible employees in Orange, Dutchess, and Putnam Counties will receive a Mid-Hudson Adjustment in addition to their basic annual salary.

As of April 1, 2016*, the Downstate Adjustment and the Mid-Hudson Adjustment for eligible Interest Arbitration ineligible employees only will be as follows:

Effective Date*	Downstate Adjustment	Mid-Hudson Adjustment
April 1, 2016	\$1,722	\$919
April 1, 2017	\$1,722	\$919
April 1, 2018	\$1,722	\$919
April 1, 2019	\$1,722	\$919
April 1, 2020	\$1,756	\$937
April 1, 2021	\$1,791	\$956
April 1, 2022	\$1,827	\$975

(2) Interest Arbitration eligible employees only, who are employed by the State Department of Corrections and Community Supervision and are designated as peace officers pursuant to subdivision twenty-five of section 2.10 of the Criminal Procedure Law, are full-time annual salaried employees, and whose principal place of employment, or in the case of a field employee, whose official station as determined in accordance with the regulations of the State Comptroller, is located in the City of New

York, or in the county of Putnam, Orange, Dutchess, Rockland, Westchester, Nassau or Suffolk, shall receive location pay in the following annual amounts as of April 1, 2016*:

Effective Date*	Orange, Putnam, Dutchess	NYC, Rockland, Westchester	Nassau, Suffolk
April 1, 2016	\$1,280	\$3,438	\$3,514
April 1, 2017	\$1,280	\$3,438	\$3,514
April 1, 2018	\$1,280	\$3,438	\$3,514
April 1, 2019	\$1,280	\$3,438	\$3,514
April 1, 2020	\$1,336	\$3,507	\$3,584
April 1, 2021	\$1,332	\$3,577	\$3,656
April 1, 2022	\$1,359	\$3,649	\$3,729

(3) Employees in Monroe County receiving \$200 location pay on March 31, 1985, will continue to receive it throughout the Agreement only as long as they are otherwise eligible.

(b) Inconvenience Pay

(1) Effective April 1, 2009, for Interest Arbitration ineligible employees only, the present inconvenience pay program shall be increased to \$602 per year to employees who work four hours or more between 6:00 p.m. and 6:00 a.m., except on an overtime basis, and will be continued as provided in Chapter 333 of the Laws of 1969 as amended. Effective April 1, 2010, that amount shall be increased to \$626. Inconvenience pay will continue at \$626 per year for the remainder of the 2009-2016 contract period.

(2) Effective April 1, 2009, for all members of this unit who are employed by the State Department of Corrections and Community Supervision and are designated as peace officers pursuant to subdivision twenty-five of section 2.10 of the Criminal Procedure Law, and are full-time annual salaried employees and who are assigned to work the night shift, as defined by the facility, shall receive \$927 per year for work on such shift. Effective April 1, 2010, that amount shall be increased to \$964 and continue at that amount for the remainder of the 2009-2016 contract period. Further, effective April 1, 2009, for all members of this unit who are employed by the State Department of Corrections and Community Supervision and are designated as peace officers pursuant to subdivision twenty-five of section 2.10 of the Criminal Procedure Law, and are full-time annual salaried employees and who are assigned to work the evening shift, as defined by the facility, shall receive \$1,854 per year for work on such shift. Effective April 1, 2010, that amount shall be increased to \$1,928 and continue at that amount for the remainder of the 2009-2016 contract period.

11.8 Pre-Shift Briefings

(a) In recognition of the fact that employees, as is the present practice, are generally required to assemble for briefing for 15 minutes prior to the commencement of their tours of duty, each employee, shall be paid at least \$1,248 per year as overtime (prorated based on length of paid service in each fiscal year) or pursuant to the Budget Director's Rules and Regulations for overtime compensation, whichever is greater. Such payment shall be in lieu of all other payments and compensation for that time worked. The Employer further agrees that when such an employee is required and authorized to

assemble for briefing or lineup on a daily basis in excess of 15 minutes before the commencement of their tour of duty, such time actually worked in excess of 15 minutes shall be considered to be time worked for the purpose of computing overtime.

11.9 Command Pay

Effective April 1, 2016, Command Pay for all members of this unit shall continue to be \$1,774 annually. Effective April 1, 2019 through March 31, 2022, Command Pay shall be temporarily increased to \$3,374 annually. Effective April 1, 2022, Command Pay shall be \$2,874 annually.

11.10 Hazardous Duty Pay

(a) For Interest Arbitration ineligible employees only, effective April 1, 2019, eligible employees who have completed one year of service in the bargaining unit shall receive \$150. This amount shall be increased to \$200 effective April 1, 2020. Such payment shall not be added to base salary but shall be made biweekly and shall count as compensation for overtime and retirement purposes.*

(b) For Interest Arbitration eligible employees only, effective April 1, 2019, eligible employees who have completed one year of service in the bargaining unit shall receive \$750. This amount shall be increased to \$950 effective April 1, 2020; to \$1,150 effective April 1, 2021; to \$1,500 effective October 1, 2021. Such payment shall not be added to base salary but shall be paid biweekly and shall count as compensation for overtime and retirement purposes.*

*Such increases shall become effective the payroll period nearest to the stated date, as provided in New York State Finance Law Section 44(8).

ARTICLE 12

Health, Dental and Prescription Drug Insurance

12.1 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 with the State health and dental insurance carriers unless specifically modified or replaced pursuant to this Agreement.

Eligibility

12.2(a)(1) 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.

12.2(a)(2) 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.

12.2(a)(3) 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.

12.2(a)(4) 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, dental and vision coverage.

12.2(a)(5) 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.

Benefits Management Program

12.3(a)(1) Pre-certification will 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.

12.3 (a)(2) Pre-certification will be required prior to maternity admissions in order to highlight appropriate prenatal services and reduce costly and traumatic birthing complications.

12.3 (a)(3) 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. Effective January 1, 2020, the requirement

for pre-certification of maternity admissions for the birth of a child shall be eliminated.

12.3 (a)(4) Precertification will be required prior to an admission to a Skilled Nursing Facility (SNF). Effective as soon as practicable, admission 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.

12.3 (a)(5) The hospital deductible amount imposed for non-compliance 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.

12.3 (a)(6) 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.

12.3 (a)(7) 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.

12.3 (a)(8) The Empire Plan Benefits Management Program Prospective Procedure Review requirement will include Magnetic Resonance Imaging (MRI). The list of procedures will undergo annual evaluation by the Medical Carrier.

A managed approach to radiological procedures will include:

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

12.4(a)(1) The copayment for emergency room services is \$70. Effective as soon as practicable, the copayment for emergency room services will increase to \$100. Outpatient services covered by the hospital contract are subject to a \$40 copayment per outpatient visit. Effective as soon as practicable, outpatient services covered under the hospital contract will be subject to a \$50 copayment per outpatient visit.

The Emergency room and hospital outpatient copayment will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting, and for the following covered chronic care outpatient services: chemotherapy, radiation therapy, and hemodialysis. Hospital outpatient surgery will be subject to a \$60 copayment. Effective as soon as practicable, hospital outpatient surgery will be subject to a \$95 copayment.

12.4(a)(2) Coverage for services provided in the outpatient department of a hospital include services provided in a remote location of the hospital (hospital owned

and operated extension clinics). Emergency care provided in such remote location of the hospital is subject to the \$70 emergency room copayment. Effective as soon as practicable, the emergency room copayment will increase to \$100. Outpatient services provided in such remote location of the hospital are subject to the \$40 outpatient hospital copayment. These copayments will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting.

12.4(a)(3) The copayment for all pre-admission testing/pre-surgical testing prior to an inpatient admission will be waived.

12.4(a)(4) The Hospital component (inpatient and outpatient services) of the Empire Plan is as follows:

- The Hospital carrier will establish a network of hospitals (acute care general hospitals, skilled nursing facilities and hospices) throughout the United States.
- Any hospital that does not enter into a participating agreement with the hospital carrier will be considered to be a non-network facility.
- Covered inpatient services received at a network hospital will be paid-in-full. Covered outpatient services (outpatient lab, x-ray, etc. and emergency room) received at a network hospital will be subject to the appropriate copayment.
- Covered inpatient services received at a non-network hospital will be reimbursed at 90 percent of charges. Covered enrollee expenses for non-network inpatient hospital services will be included in the combined annual coinsurance maximum set forth in Article 12.5(f) of the Agreement.
- Covered outpatient services received at a non-network hospital will be reimbursed at 90 percent of charges or a \$75 copayment whichever is greater. Covered enrollee expenses for non-network inpatient hospital services will be included in the combined annual coinsurance maximum set forth in Article 12.5(f) of the Agreement.
- Services received at a non-network hospital will be reimbursed at the network level of benefits under the following situations:
 - Emergency outpatient/inpatient treatment;
 - Inpatient/outpatient treatment only offered by a non-network hospital; and
 - Inpatient/outpatient treatment in geographic areas where access to a network hospital exceeds 30 miles or does not exist.
 - Care received outside of the US
- Anesthesiology, pathology and radiology services received at a network hospital will 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.

Medical Services

12.5 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 will be paid directly to the provider at 100 percent of the Plan's schedule not subject to deductible or coinsurance.

12.5(a)(1) Office visit charges by participating providers will be subject to a \$20 copayment per covered individual. Effective as soon as practicable, office visit charges,

including physical therapy and specialty visits, by participating providers will be subject to a \$25 copayment per covered individual. Covered surgical procedures rendered by participating providers will be subject to a \$20 copayment. Effective as soon as practicable, covered surgical procedures rendered by participating providers will be subject to a \$25 copayment.

12.5 (a)(2) All covered radiology services rendered by participating providers are subject to an \$20 copayment per covered individual. Effective as soon as practicable, all covered radiology services rendered by participating providers are subject to an \$25 copayment per covered individual. All covered outpatient laboratory services rendered by participating providers are subject to a \$20 copayment per covered individual. Effective as soon as practicable, all covered outpatient laboratory services rendered by participating providers are subject to a \$25 copayment per covered individual. Effective as soon as practicable, the copayment for all covered Urgent Care visits to centers participating with the medical carrier shall be \$30. All covered services provided at a participating ambulatory surgical center are subject to a \$30 copayment by the enrollee. Effective as soon as practicable, all covered services provided at a participating ambulatory surgical center are subject to a \$50 copayment by the enrollee. All anesthesiology, radiology and laboratory tests performed on-site on the day of surgery shall be included in this single copayment.

The office visit, office surgery, outpatient radiology and laboratory copayment amounts may be applied against the basic medical coinsurance maximum, however, they will not be considered covered expenses for basic medical payment.

12.5 (a)(3) The Empire Plan medical carrier has implemented 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 will receive paid-in-full benefits (less any appropriate copayment).

12.5(b) 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.

12.5(c) 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.

12.5(d) Covered charges for medically appropriate local professional ambulance transportation will be a covered major medical expense subject only to a \$35 copayment. Effective as soon as practicable, covered charges for medically appropriate local professional ambulance transportation will be a covered major medical expense subject only to a \$70 copayment. Volunteer ambulance transportation will continue to be reimbursed for donations at the current rate of \$50 for under 50 miles and \$75 for 50 miles or over. These amounts are not subject to deductible or coinsurance.

12.5(e) The Basic Medical component deductible shall be \$1,000 per enrollee, \$1,000 per enrolled spouse/domestic partner, and \$1,000 per all dependent children combined. Effective as soon as practicable, the Basic Medical component deductible shall be \$1,250 per enrollee, \$1,250 per enrolled spouse/domestic partner, and \$1,250 per all dependent children combined. Covered expenses for basic medical services, mental health and/or substance abuse 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.

12.5(f) The basic medical component shall pay 80 percent reimbursement of reasonable and customary charges for covered expenses in a calendar year until the coinsurance maximum is reached, then 100 percent of reasonable and customary covered expenses as described below. The combined annual coinsurance maximum is \$3,000 per enrollee, \$3,000 for the enrolled spouse/domestic partner, and \$3,000 for all dependent children combined. Effective as soon as practicable, the combined annual coinsurance maximum will increase to \$3,750 per enrollee, \$3,750 for the enrolled spouse/domestic partner, and \$3,750 for all dependent children combined. Covered expenses for home care advocacy services and physical medicine services are excluded in determining the maximum annual coinsurance limit.

12.5 (g) 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.

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

12.6 Council 82 Empire Plan Enhancements

In addition to the basic Empire Plan benefits, the Empire Plan for Council 82 enrollees shall include:

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

(b) The annual and lifetime maximum for each covered person under the basic medical component shall be unlimited.

(c) 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 vaccine will be on the list of pediatric immunizations, subject to appropriate protocols, under the participating provider and basic medical components of the Empire Plan.

(d) The newborn care allowance under the basic medical component shall not be subject to deductible or coinsurance.

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

(f) An employee retiring from State service may delay commencement or suspend their retiree health coverage and the use of the employee's sick leave conversion credits, provided that the employee applies for the delay 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 delay 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.

For Interest Arbitration eligible employees only, the actuarial table used to calculate the employee's sick leave credit toward health insurance in retirement shall be the life expectancy tables for corrections officers. For non-Interest Arbitration eligible employees, the actuarial table used to calculate the employee's sick leave credit toward health insurance in retirement shall be the table in effect at the time of retirement.

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

(h) 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.

(i) 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.

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

(k) 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.

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.

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.

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.

(l) The Home Care Advocacy Program (HCAP), will continue to provide services in the home for medically necessary private duty nursing, home infusion therapy and durable medical equipment under the participating provider component of the Empire Plan.

Durable Medical Equipment benefits:

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

The Home Care Advocacy Program (HCAP) non-network benefit 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 will be subject to the following provisions:

- Where nursing services are rendered, the first 48 hours of nursing care will not be a covered expense;
- Services (including nursing services), equipment and supplies will 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 will not apply to HCAP designated services, equipment and supplies.

(m) 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) will 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.

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

(o) 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

(p) The Empire Plan participating provider and basic medical coverage for the treatment of infertility will be modified as follows:

- Access to designated "Centers of Excellence" including a travel benefit;
- Treatment of "couples" as long as both partners are covered either as enrollee or dependent under the Empire Plan;
- The lifetime coverage limit per individual is \$50,000;
- Prior authorization required for certain procedures.

(q) 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.

(r) (1) 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.

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

- Benefits are available for one single/double mastectomy prosthesis in a calendar year.
- Pre-certification through the Home Care Advocacy Program is required for any single external prosthesis costing \$1,000 or more. If a less expensive prosthesis can meet the individual's functional needs, benefits will be available for the most cost-effective alternative.

(s) The cost of certain injectable adult immunizations shall be a covered expense, subject to copayments, under the participating provider portion of the Empire Plan. No copayment shall be required (Herpes Zoster for patients under age 60 will be subject to copayment). The list of immunizations shall include Influenza, Pneumococcal Pneumonia, Measles, Mumps, Rubella, Varicella, Herpes Zoster, Human Papilloma Virus (HPV), Meningococcal Meningitis and Tetanus, and shall be subject to protocols developed by the medical program insurer.

(t) A Medical Flexible Spending Account (MFSA) 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.

(u) The Empire Plan hospital program will include a voluntary "Centers of Excellence" program for organ and tissue transplants. The Centers will 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 will be included as part of the Centers of Excellence program.

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

- Direct telephonic nurse consultations;
- Information and assistance in locating appropriate care centers;
- Connection with cancer experts at Cancer Resource Services network facilities;
- There is no lifetime maximum for travel and lodging expenses; and
- Paid-in-full reimbursement for all services provided at a Cancer Resource Services network facility when the care is pre-certified.

(w) The Empire Plan medical carrier will make available a network of prosthetic and orthotic providers established by the Empire Plan medical carrier. Prostheses or orthotics obtained through an approved prosthetic/orthotic network provider will be paid in full under the participating provider component of the Empire Plan, not subject to copayment. For prostheses or orthotics obtained other than through an approved prosthetic/orthotic network provider, reimbursement will be made under the basic medical component of the Empire Plan, subject to deductible and coinsurance.

If more than one prosthetic or orthotic device can meet the individual's functional needs, benefits will 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.

(x) 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);
- Payment will be made by the Plan directly to the discount providers, no balance billing of discounted rate will be permitted;
- This program is offered as a pilot program and will terminate on December 31, 2020, unless extended by agreement of both parties;

(y) The Empire Plan medical component shall include a voluntary disease management program.

(z) An annual diabetic shoe benefit will be available through the Home Care Advocacy Program under the medical carrier.

Network Coverage: Benefits paid at 100% with no out-of-pocket cost up to a \$500 annual maximum.

Non-network Coverage: For diabetic shoes obtained other than through the Home Care Advocacy Program, reimbursement will be made 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.

(aa) Prosthetic wigs shall be a covered basic medical benefit and shall be reimbursed up to a lifetime maximum of \$1500 not subject to deductible or coinsurance.

(bb) The Empire Plan medical carrier shall contract with Diabetes Education Centers accredited by the American Diabetes Education Recognition Program.

(cc) The State and the Council 82 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.

- A disease management program for chronic kidney disease will be implemented under the Empire Plan Medical Component.

(dd) The travel allowance for the Centers of Excellence Programs shall be modified to reimburse meals and lodging at the Federal Government rate.

12.7 Prescription Drug Services

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

12.7(a)(1) The Prescription Drug Program will continue to utilize a preferred provider community pharmacy network.

12.7(b) Mandatory generic substitution will be required for all brand-name multi-source prescription drugs (a brand-name drug with a generic equivalent) covered by the Prescription Drug Program.

- On a case-by-case basis, when a physician provides 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.

12.7(b)(1) A third level of prescription drugs and prescription copayments was created to differentiate between preferred brand-name and non-preferred brand-name drugs. The copayment for prescription drugs purchased at a retail pharmacy or the mail service pharmacy for up to a 30-day supply is as follows:

- \$5 Generic
- \$15 Preferred-Brand
- \$40 Non-Preferred Brand

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

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
- \$25 Preferred-Brand
- \$45 Non-Preferred Brand

Effective as soon as practicable, the copayment for prescription drugs purchased at a retail, specialty, or mail service pharmacy for up to a 30-day supply shall be as follows:

- \$5 Generic
- \$30 Preferred-Brand
- \$60 Non-Preferred Brand

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

- \$10 Generic
- \$50 Preferred Brand
- \$90 Non-Preferred Brand

Effective as soon as practicable, the copayment for prescription drugs purchased at a retail or specialty pharmacy for a 31-90 day supply is as follows:

- \$10 Generic
- \$60 Preferred Brand
- \$120 Non-Preferred Brand

12.7(b)(3) The copayment for prescription drugs purchased through the mail service pharmacy for a 31-90 day supply will be as follows:

- \$5 Generic
- \$50 Preferred Brand
- \$90 Non-Preferred Brand

Effective as soon as practicable, the copayment for prescription drugs purchased through the mail service pharmacy for a 31-90 day supply shall be as follows:

- \$5 Generic
- \$55 Preferred Brand
- \$110 Non-Preferred Brand

12.7(c) Level One, currently reserved for Generic Drugs only, may include brand name medications that are determined by the Prescription Drug Insurer/Administrator to be a “best value”. And/or generic drugs that are determined not to add value to the Plan or the enrollee may be placed in Level 2 or Level 3.

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

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

12.7(e) Specialty Medication Component: The Empire Plan Specialty Drug Program will consist of a network of one or more Specialty Pharmacies.

1. 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 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.

3. Enrollees initially filling a prescription for a Specialty Drug at a Non-Specialty Network pharmacy will be contacted by the Program and advised that they must obtain all refills after the allowed fill(s) (grace fill) through the Specialty Drug Program. Thereafter, any additional claims for the same drug will be blocked at Non-Specialty Network pharmacies.

4. Beyond the initial fill(s) described in (3) above, enrollees must contact the Specialty Referral Line, accessible through the New York State Health Insurance Program (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.

5. 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 paragraph (b), for designated Specialty Drugs will 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 will be assigned to tiers and subject to the same copayments as drugs covered under the "standard" Empire Plan Prescription Drug benefit.

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

12.8 Premium Contribution

12.8(a) The State agrees to pay 84 percent of the cost of individual coverage and 69 percent of the cost for dependent coverage under the Empire Plan.

12.8(b) 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/mental health and substance use component 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.

12.8 (b)(1) 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. 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 to NYSHIP during the calendar year subject to a Federally Qualifying Event and during the annual option transfer period. The enrollee must be enrolled in NYSHIP prior to April 1 of the previous plan year in order to be eligible to opt out, unless newly eligible to enroll. The opt-out payment will 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. For the 2012 plan year Council 82 members will be permitted to opt out of coverage under the State health plans subsequent to ratification, and will be entitled to a pro-rata share of the annual payment for the remaining portion of the program year.

12.8(c) The unremarried spouse of an employee, who retires 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.

12.8(d) The unremarried spouse of an active employee, 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 their 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.

12.8(e) Any employee who is a member of the New York State Policemen's and Firemen's Retirement System and eligible to continue health insurance coverage upon retirement and who is entitled to sick leave credit to be used to defray their contribution toward the cost of the premium shall have the value of their sick leave credit calculated based upon the actuarial life expectancies chart used by the New York State Policemen's and Firemen's

Retirement System.

12.9 Option Transfer

12.9(a) 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.

(a)(1) 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.

12.10 Joint Committees on Health and Dental Benefits

(a) The State and Council 82 agree to continue the Joint Committee on Health and Dental Benefits. The Committee shall consist of at least three representatives selected by Council 82 and three representatives selected by the State.

(b) 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: -

- \$6,898 for the period April 1, 2016 to March 31, 2017
- \$7,036 for the period April 1, 2017 to March 31, 2018
- \$7,177 for the period April 1, 2018 to March 31, 2019
- \$7,321 for the period April 1, 2019 to March 31, 2020
- \$7,467 for the period April 1, 2020 to March 31, 2021
- \$7,616 for the period April 1, 2021 to March 31, 2022
- \$7,768 for the period April 1, 2022 to March 31, 2023

In no case will more than 50% of these appropriations be allocated to either the State or Council 82 individually.

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

(d) The Joint Committee shall work with appropriate State agencies to review and oversee the various health plans available to employees represented by Council 82.

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

(f) 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.

(g) The State shall require that 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.

(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 a voluntary disease management program under the medical component of the Empire Plan;
- (10) The ongoing review of a Medical Flexible Spending Account;
- (11) 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;
- (12) work with the State and medical carrier to develop an enhanced network of urgent care facilities;
- (13) work with the State to implement a direct debit vehicle to be utilized under the Medical Flexible Spending Account;
- (14) Work with the State to implement and oversee a Bariatric Surgery Program;
- (15) Work with the State to implement and oversee a Healthy Back Disease Management Program.
- (16) 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;
- (17) If an Alternative Prescription Drug Program is offered for Empire Plan enrollees, the appropriate steps will be taken to offer such program to PEF represented employees, if found advantageous and feasible, for members on a voluntary basis;
- (18) Effective as soon as practicable, the Medical Flexible Spending Account shall provide a direct debit card to all enrollees as permitted pursuant to Internal Revenue Code Section 125 and related regulations;
- (19) The Joint Committee on Health Benefits will work with the State to develop a voluntary Value Based Insurance Design pilot program with the goal of improving health outcomes while lowering overall costs through copayment waivers or reductions.

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.

(a) The plan shall provide a \$200 allowance for the cost of eye examination and contact lenses.

(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.

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

(d) Dependents under 19 years of age will be eligible to receive vision care benefits every 12 months.

(e) Covered Plan eye glasses (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.

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

(i) The Council 82 Vision Care Plan will 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.
2. Spouses/Domestic Partners and dependent children shall be eligible to participate in a "discount program" providing up to a 50 percent savings for the procedures identified in item #1 but will be responsible for any and all costs associated with such procedures.
3. 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.
4. Corrective Vision Care coverage shall include a preliminary exam, the actual procedure and up to two follow-up visits.
5. 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.
6. Employees shall be eligible for one Corrective Vision Care procedure every 5 years per eye.
7. The Council 82 Joint Committee on Health Benefits shall review the Corrective Vision Care coverage component at regular intervals to monitor utilization, network adequacy and cost.
8. The five (5) year limit may be waived based on evidence of a significant vision change due to injury or illness.
9. Effective as soon as practicable, contact 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 by an out-of-network provider will be reimbursed up to the scheduled amount.
10. Effective as soon as practicable, ultra/digital lenses from participating providers will be covered subject to a \$90 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, 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 will be increased to an amount equal to 100 percent of the schedule for basic and prosthetic services.

(d) The maximum annual benefit for covered participating and nonparticipating services is \$2300 per person. Effective as soon as practicable, the maximum annual benefit for covered participating and nonparticipating services is \$3,000.

(e) The maximum lifetime benefit for orthodontic treatment is \$2300. Effective as soon as practicable, the maximum lifetime benefit for orthodontic treatment is \$3,000.

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

(g) Effective as soon as practicable, the following upgraded materials 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.

(h) Effective as soon as practicable, dental implants are covered subject to a \$600 limitation per implant.

12.13 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.

12.14 Mental Health and Substance Use Treatment

The Empire Plan shall continue to provide comprehensive coverage for medically necessary mental health and substance abuse treatment services through a managed care network of preferred mental health and substance use care providers. In addition to the network care, limited non-network care will be available. Benefits shall be as follows:

12.14(a) NETWORK BENEFIT

- Mental Health Coverage

- Paid-in-full medically necessary hospital services and inpatient physician charges when provided by, or arranged through, the network;
- Outpatient care provided by, or arranged through, the network will be covered subject to a \$20 per visit copayment. Effective as soon as practicable, outpatient care provided by, or arranged through, the network will be covered subject to a \$25 per visit copayment.
- Up to three visits for crisis intervention provided by, or arranged through, the network will be covered without copay.

- Alcohol and Other Substance Use Coverage

- Paid in full medically necessary care for hospitalization or alcohol/substance use facilities when provided by, or arranged through, the network;

- Outpatient care provided by, or arranged through, the network will be subject to the participating provider office visit copayment.

- Benefit Maximums

- Medically necessary inpatient alcohol and substance use treatment will be unlimited.

12.14(b) NON-NETWORK BENEFIT

- Mental Health

Medically necessary care rendered outside of the network will be subject to the following provisions:

- Coincident with the increase in the Basic Medical deductible and coinsurance, the mental health basic medical deductible and coinsurance will increase accordingly.-
- The methodology for calculating non-network inpatient and outpatient reimbursement will be the same as the methodology for non-network hospital and medical services;

- Substance use

- Medically necessary inpatient alcohol and substance abuse treatment will be unlimited.
- Coincident with the increase in the Basic Medical deductible and coinsurance, the substance abuse deductible and coinsurance will increase accordingly.
- The methodology for calculating non-network inpatient and outpatient reimbursement will be the same as the methodology for non-network hospital and medical services;-
- Covered expenses for non-network mental health and substance abuse treatment will be included in the combined deductible and combined coinsurance maximum.

- Disease Management

- Under the Mental Health and Substance Use Program a disease management program for depression is available. Disease management programs for eating disorders, including appropriate nutritional services; and ADHD will be implemented.

12.15 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:

- Authorized network care will be available, subject only to the Plan's participating provider office visit copayments.
- Unauthorized 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.
- Maximum benefits for non-network care will be limited to \$1,500 in payments per person per calendar year. Deductible/coinsurance payments will not be applicable to the Plan's annual basic medical deductible/coinsurance maximums.

ARTICLE 13

Education and Training

13.1 The Employer will recommend an appropriation by the Legislature in the following amount for the following years of the Agreement in the following amounts \$21,159 for 2020-2021, 2021-2022 and 2022-2023.

13.2 A joint labor/management committee comprised of representatives of the union and the employer shall be established to consider the development and expansion of employee training programs. The committee shall consider the needs and desires of agency administration and of employees in this unit with respect to the most efficient use of these funds, and shall make recommendations to the executive labor/management committee as to the training opportunities to be made available.

13.3 In order to provide for proper training or orientation, any employee who transfers to a new facility, is promoted, or assumes a new assignment shall not be eligible for new job assignments or shifts during the 30-day period immediately following the assumption of new duties resulting from any such transfer, promotion or reassignment.

13.4 The Employer will recommend an appropriation by the Legislature in the following amount for the following years of the Agreement: \$13,791 for 2020-2021, 2021-2022 and 2022-2023 for implementation of education and training programs for employees of this unit.

13.5 (a) The Employer will recommend an appropriation by the Legislature in the following amount for the following years of the Agreement: \$3,554 for 2020-2021, 2021-2022, and 2022-2023.

(b) The Employer will recommend an appropriation by the Legislature in the following amount for the following years of the Agreement: \$5,519 for 2020-2021, 2021-2022, and 2022-2023.

13.6 Notices of agency level training shall be sent to the appropriate local union president of the affected agency, and to Council 82, and posted for 15 days whenever possible on union bulletin boards prior to selection of the individuals to be trained.

ARTICLE 14

Attendance and Leave

14.1 Vacation Credits

(a) Pursuant to the Attendance Rules, employees entitled to earn and accumulate vacation credits presently earn and accumulate vacation at the rate of (a) 20 days annually or (b) one-half day per biweekly pay period plus additional vacation in accordance with the following schedule:

Completed Years of Continuous Service	Additional Vacation Credits
1	1 day
2	2 days
3	3 days
4	4 days
5	5 days
6	6 days
7	7 days

(b) In addition to vacation credits to which employees are entitled under paragraph 14.1(a) above, additional vacation credits for completed years of continuous service shall be credited to each eligible employee annually on their service anniversary date as follows:

Completed Years of Continuous Service	Additional Vacation Credits	Total Earned Annual Credits
20-24	1 day	21 days
25-29	2 days	22 days
30-34	3 days	23 days
35 or more	4 days	24 days

(c) Continuous State service for the purpose of paragraphs 1(a) and 1(b) of this Article shall mean uninterrupted State service, in pay status, as an employee. A leave of absence without pay, or a resignation followed by reinstatement or re-employment in State service within one year following such resignation, shall not constitute an interruption of continuous State service for the purposes of this Article, provided, however, that leave without pay for more than six months or a period of more than six months between resignation and reinstatement or reappointment, during which the employee is not in State service, shall not be counted in determining eligibility for additional vacation credits under this Article.

(d) Seniority as defined in Article 24 shall be the basis by which employees select vacations. Requests for vacation time off shall be approved by the Employer to the extent practicable in light of the manpower needs of the department or facility and shall not be unreasonably denied. The appropriate operating units may establish an annual date or dates or period or periods by which or within which an employee must request a block of time off in order to have their seniority considered. However, nothing in this

paragraph shall serve to bar mutually agreed to local arrangements regarding the method by which vacations are to be selected or scheduled.

(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. 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 1 of each year.

14.2 Personal Leave

(a) Employees entitled to be credited with personal leave shall be credited with personal leave not exceeding a total of five days in a year.

(b) The Employer shall not require an employee to give a reason as a condition for approving the use of personal leave credits provided, however, that prior approval for the requested leave must be obtained, that the resulting absence will not interfere with the proper conduct of governmental functions, and that an employee who has exhausted their personal leave credits shall charge approved absences from work necessitated by personal business or religious observance to accumulated vacation or other credits, excluding sick leave.

(c) Personal leave shall not be carried over from year to year.

(d) Personal leave may be used in conjunction with an employee's vacation, and shall be subject to the same conditions as govern vacation.

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 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 or any person living in the employee's household.

(c) Requests for 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 exhausted their sick leave accruals. Such approval shall not be unreasonably denied.

14.4 Sick Leave Accumulation

Employees who are entitled to accumulate sick leave credits may accumulate such long-term credits up to a total of 225 days provided, however, no more than 200 days of such credits may be used for retirement service credits or to pay for health insurance in retirement.

14.5 Leave--Probationary Employees

Every permanent employee holding a position in the competitive class and appointed to a State position from an open competitive eligible list shall be granted a leave

of absence from their position for the duration of his probationary term.

14.6 Alternate Examination Dates

In the event an employee in this unit is unable to participate in an examination because of the death within seven days immediately preceding the scheduled date of an examination, of an employee's grandparent, parent, spouse, brother, sister, child, or a relative living in the employee's household, such employee shall be given an opportunity to take such examination at a later date, but in no event shall such examination be scheduled sooner than two days following the date of burial. The Department of Civil Service shall prescribe appropriate procedures for reporting the death and applying for the examination. Appropriate arrangements shall be made in circumstances where there is a protracted period between the death and the burial.

14.7 Absence--Extraordinary Circumstances

An employee who has reported for duty and because of extraordinary circumstances beyond their control other than those related to weather conditions, is directed to leave work, shall not be required to charge such directed absence during such day against leave credits.

14.8 Jury Duty

(a) Except as provided in Section 14.8(b), when an employee submits proof of the necessity of jury service or appearance as a witness pursuant to subpoena or other order of a court or body, an employee shall be granted a leave of absence with pay with no charge against leave credits. This section shall not apply to any absence of an employee occasioned by an appearance in an action to which such employee is a party unless the action brought against the employee is job related.

(b) An employee holding a position designated as overtime ineligible may be granted a leave of absence with pay with no charge against leave credits on proof of necessity of jury service or appearance as a witness pursuant to subpoena or other order of a court or body for any period of less than a workweek regardless of whether such employee is a party to the action. This section will be rendered void if the Fair Labor Standards Act (FLSA) is modified to allow overtime ineligible employees to maintain such status and receive the benefit in Section (a) above.

14.9 Workers' Compensation Leave

The Medical Evaluation Program (MEP) for workers' compensation will be continued. Employees opting into the MEP will receive the benefits provided herein. Those employees opting not to participate in the MEP will be eligible to apply for the statutory workers' compensation benefits. A light duty component shall be part of the MEP.

(a) An employee necessarily absent from duty because of occupational injury or disease as defined in the Workers' Compensation Law who is allowed leave from their position for the period of their absence necessitated by such injury or disease shall be: (1) first granted compensation leave with pay without charge to leave credits not exceeding cumulatively six months; and (2) upon exhausting leave pay benefits under (1) above be allowed to draw accrued leave credits; and (3) upon exhausting leave with full pay benefits under (1) and (2) above be allowed sick leave at half pay for which he may be eligible during such leave unless: (i) there is good and sufficient reason to believe that the disability resulting from such injury or disease is not job related or is primarily due to some pre-existing medical condition; (ii) there is good and sufficient reason to believe that the employee could report for work on a full-time or part-time basis; (iii) the employee's

services would have been terminated or would have ceased under law; or (iv) the employee's claim for benefit is controverted by the State Insurance Fund.

(b) An employee allowed leave with pay under paragraph 14.9(a) may elect to draw accrued leave credits for part or all of their absence from duty before being granted leave with pay under paragraph 14.9(a)(1) above.

(c) If it is subsequently determined that an employee was not entitled to compensation leave with pay without charge to leave credits for any period for which he was granted such leave as provided herein above, he shall be required to make reimbursement for such paid leave from current or subsequent accumulations of leave credits at a rate and in a manner determined by the appointing authority.

(d) An employee who draws leave credits as provided in paragraph 14.9(a) shall be entitled to restoration of such credits, including those used for absences of less than a full day, as are used during a period of absence for which an award of compensation has been made and credited to the State as reimbursement of wages paid. An employee who is necessarily absent from duty as described herein above may be granted compensation leave with pay without charge against leave credits for absences of less than a full day where such employee returns to work on a part-time basis.

(e) The Employer agrees that an employee eligible for workers' compensation leave because of occupational injury or disease as defined in the Workers' Compensation Law, when absent from work for the purpose of attending a hearing scheduled by the Workers' Compensation Board in connection with such injury or disease shall be granted compensation leave with pay without charge to leave credits for such absence provided, however, that the cumulative total of compensation leave with pay not charged to leave credits granted for attendance at Workers' Compensation Board hearings or for absences necessitated by the occupational injury or disease shall not exceed six months.

(f) On the employee's prior written request at least three days in advance, the Employer will reschedule midnight or afternoon shift employees to attend a workers' compensation hearing to the normal day shift for the day of the hearing.

(g) An employee necessarily absent from duty and removed from the payroll because of occupational injury or disease as defined in the Workers' Compensation Law shall be treated as though on payroll for the period of disability not to exceed twelve (12) months per injury for the purposes of coverage under the New York State Health Insurance Plan.

(h) The State and Council 82 agree to continue the standing Joint Committee on Workers' Compensation. The Committee shall consist of an equal number of representatives selected by Council 82 and an equal number of representatives selected by the State. The Committee will be responsible for the ongoing review and oversight of the MEP.

14.10 Unauthorized Absence

Any employee absent from work without authorization for ten consecutive workdays shall be deemed to have resigned from his position if he has not provided a satisfactory explanation for such absence on or before the eleventh workday following the commencement of such unauthorized absence.

14.11 Medical Verification

(a) When the State requires that an employee who has been absent due to illness or injury be medically examined by a physician chosen by the appointing

authority before such employee is allowed to return to work, the appointing authority will make a reasonable effort to ensure that the examination is completed in a timely manner as provided herein.

(b) If, no more than ten working days prior to the date specified by the employee's own physician as the date upon which the employee may return to work, the employee provides the appointing authority with their physician's statement indicating that the employee is able to return to work without restrictions and specifying the date, the appointing authority shall have a total of 20 working days from the date of such advance notice, which shall include the ten working days following the specified return-to-work date, to complete medical examinations. For each working day of advance notice from the employee less than ten, the appointing authority shall have an additional working day beyond the return-to-work date to complete medical examinations.

(c) If, upon completion of the 20 working day period provided for in Section 14.11 (b), the appointing authority's physician(s) has not completed the examination(s) of the employee or reached a decision concerning the employee's return to work, the employee shall be placed on leave with pay without charge to leave credits until the examination is completed, a decision made and, if approved, the employee is returned to work. The employee may not return to work, however, until the employee has been examined by the appointing authority's physician and given approval to work. The leave with pay provision of this section shall not apply where the failure of the appointing authority's physician to complete the medical examination is attributable to the employee's failure to appear for the examination or the employee's refusal to allow it to be held.

(d) If, following the employee's examination, the appointing authority's physician does not approve the employee's return to work, the employee shall be placed in the appropriate leave status in accordance with the Attendance Rules. Once a determination has been made that an employee may not return to work, further examinations pursuant to this Section shall not be required more often than once a month; provided, however, where the appointing authority's physician has specified a date for a further examination or a date when the employee may return to work, the State shall not be required to conduct an examination prior to such date. Where the appointing authority's physician has not set either a date for further examination or a date upon which the employee may return to work, the employee may submit a further statement from the employee's physician and the provisions of this Section shall again be applicable. The provisions of this Section shall not be construed to limit or otherwise affect the applicability of Civil Service Law Section 73.

(e) When, in accordance with the provisions of this Section, the State exercises its right to require an employee to be examined by a physician selected by the appointing authority, the employee shall be entitled to reimbursement for actual and necessary expenses incurred as a result of travel in connection with such examination, including transportation costs, meals and lodging, in accordance with the Comptroller's rules and regulations pertaining to travel expenses.

(f) Section 14.11 shall not apply to absences or cases of work-related injuries or illnesses.

ARTICLE 15

Overtime, Recall and Scheduling

Certain terms of this Article apply only to employees who are ineligible for Interest Arbitration pursuant to Civil Service Law Section 209(4) on the date of the execution of this Agreement, indicated by (Non-Interest Arbitration employees only).

15.1 Overtime

(a) Overtime eligible employees shall receive overtime compensation for authorized time worked beyond 40 hours in the scheduled workweek consistent with applicable law and the overtime compensation rules and regulations of the Director of the Budget.

Overtime work shall be offered to employees on the basis of seniority and shall be equitably distributed among employees who normally perform such work. Each employee shall be selected in turn according to their place on the seniority list by rotation provided, however, that the employee whose turn it is to work possesses the qualifications and ability to perform the work required.

(b) An employee requesting to be skipped when it becomes their turn to work overtime shall not be rescheduled for overtime work until their name is reached again in orderly sequence and an appropriate notation shall be made in the overtime roster. In the event no employee wishes to perform the required overtime work, the Employer shall by inverse order of this seniority list assign the necessary employees required to perform the work in question.

(c) The Union recognizes that work in progress shall be completed by the employee performing the work at the time the determination was made that overtime was necessary.

(d) An overtime roster shall be available for inspection by representatives of the Union at each institution or facility.

(e) If an employee is skipped or denied an opportunity to work overtime in violation of this Agreement, he shall be rescheduled for overtime work the next time overtime work is required, in accordance with paragraph 15.1(a) above. However, at such skipped or denied employee's option he may await the next available comparable shift and work assignment. Instances of repeated occurrences shall be brought to the attention of management at the Step 1 level of the grievance procedure.

(f) Time during which an employee is excused from work because of vacation, holidays, personal leave, sick leave at full pay, compensatory time off or other leave at full pay shall be considered as time worked for the purpose of computing overtime.

(g) Training programs conducted during other than regular working hours shall be scheduled for a minimum two-hour period.

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

15.2 Recall

Any employee who is recalled to work unscheduled overtime including court appearances after having completed their scheduled work period and left the facility grounds shall be guaranteed a minimum of one-half day's overtime compensation. If an

employee lives on the facility grounds and is recalled from their residence to work unscheduled overtime including court appearances after having completed their scheduled work period, they shall be guaranteed a minimum of one-half day's overtime compensation. Employees called back as a result of riot, prison break, fire or escape and not put to work shall be guaranteed one-quarter day's overtime compensation.

15.3 Shift Changes

(a) No employee shall have their shift schedule changed for the purposes of avoiding the payment of overtime, unless he has been notified of such change one week in advance of the time in which the changed work period is to begin provided, however, that the circumstances necessitating such change are foreseeable prior to such one-week period.

(b) In the event that circumstances necessitating such shift changes are not foreseeable, then such notice shall be given as soon as possible.

(c) In the event such notice of shift change is not given at least 48 hours prior to the starting time of the scheduled shift which the employee is directed to work, such employee shall not be deprived of the opportunity to work their normal shift and to be paid overtime for the hours worked in excess of 40 hours in the workweek.

(d) Employees who compete in New York State Civil Service examinations and whose shift ends less than eight hours before the starting time of such an examination shall not be required to work that shift and such absence shall not be charged to accrued leave credits.

(e) Regularly scheduled days off shall not be changed for the purpose of avoiding the payment of overtime.

(f) Prior to the making of a final decision with respect to instituting a change in shift system from fixed to rotating shifts or rotating to fixed shifts the Employer shall inform the Union of such contemplated change and provide the Union with an adequate opportunity to review the impact of such change with the Employer at the appropriate level.

15.4 Overtime Meal Allowance

An overtime meal allowance of \$5.00 [\$5.50 for Interest Arbitration ineligible employees only] shall be paid, subject to rules and regulations of the Comptroller, to employees who work at least three hours overtime on a regular working day or at least six hours overtime on other than a regular working day. When an employee is required to work nine hours or more on other than a regularly scheduled working day, two meal allowances will be allowed.

15.5 Standby On-Call Rosters

(a) Eligible 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.

(c) 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 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 this Agreement. Administration of such payments shall be in accordance with rates established by the Director of the Budget.

ARTICLE 16

Holiday Pay

16.1 Option

An employee who is entitled to time off with pay on days observed as holidays by the State who is scheduled or required to work on a holiday shall receive at their option either (a) additional compensation for each holiday worked at the rate of one-tenth of his biweekly rate of compensation or (b) a compensatory day off in lieu of such holiday worked. Compensation for less than a full day of holiday work will be prorated and will include geographic, location, inconvenience and shift pay as may be appropriate to the place or hours worked.

16.2 Waiver

An employee selecting an additional day off in lieu of holiday pay shall notify the payroll agency in writing of their intention to do so with the understanding that such notice constitutes a waiver of their right under this Agreement to receive cash compensation for holidays worked. An employee may execute or revoke such a waiver annually during the period April 1 to May 15 by notifying the Employer in writing of his intention, except that employees hired after the effective date of this Agreement may also execute a waiver at the time of appointment. In the event that no revocation notice is received from an employee during an "open period," any previously executed waiver shall remain in full force and effect.

16.3 Accumulation

(a) Employees who receive compensatory time off for time worked on holidays or in lieu of holidays that fall on employees' pass days shall continue to have such earned compensatory time off added to and included in their vacation accruals and shall liquidate such time according to rules governing the use of vacation. This method, adopted in 1972, is not intended, however, to change practices concerning the use of accrued credits. For example, at facilities using a "wheel" or "block" system, employees may use their accruals in excess of those needed for the "wheel" or "block" schedules in conjunction with their scheduled vacations or separately.

(b) The present maximum of allowable vacation accruals and amounts of vacation credits for which equivalent cash payments will be made upon separation from employment, death or retirement remains unchanged.

16.4 Holiday Observances

(a) An employee who is entitled to time off with pay on days observed as holidays by the State as an Employer shall be granted compensatory time off when any such holiday falls on a Saturday, provided, however, that employees who work on any such Saturday may receive additional compensation in lieu of such compensatory time off in accordance with Section 16.2 of this Article. The State may designate a day to be observed as a holiday in lieu of such holiday which falls on Saturday.

(b) When December 25 and January 1 fall on Sundays and are observed as State holidays on the following Mondays, employees whose work schedule includes December 25 and/or January 1 shall observe the holiday on those dates, or if required to work, may receive additional compensation or compensatory time off in accordance with Section 16.1 of this Agreement. In such event, for those employees, December 26 and

January 2 will not be considered holidays.

(c) An employee who is entitled to time off with pay on days observed as holidays by the State as an Employer shall be allowed compensatory time off whenever any such day falls on the employee's pass day.

16.5 Definition

As used in this Agreement, the term holiday shall mean: New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day, Thanksgiving Day, Christmas Day, or a day designated by the State to be observed as a holiday in lieu of such holiday, and any other day designated as a holiday for State employees by the Governor as an Employer.

ARTICLE 17

Travel Allowances

17.1 Per Diem Meal and Lodging Expenses

The State agrees to reimburse, on a per diem basis as established by rules, bulletins, guidelines and regulations of the Comptroller, employees who are eligible for travel expenses, for their expenses incurred while in travel status in the performance of their official duties for a full day at either of the following schedules at the rates set out herein at their option:

- (a) Effective on the date of execution of this Agreement:
 - (1) In the City of New York and the Counties of Nassau, Suffolk, Rockland and Westchester, not to exceed \$50, except as specified by the Comptroller in accordance with law.
 - (2) In the Cities of Albany, Rochester, Buffalo, Syracuse, and Binghamton and their respective surrounding metropolitan areas, not to exceed \$40, except as specified by the Comptroller in accordance with law.
 - (3) In places elsewhere within the State of New York not to exceed \$35, except as specified by the Comptroller in accordance with law.
 - (4) In places outside the State of New York, at least \$50 per day except as specified by the Comptroller in accordance with law.
- (b) Effective on the date of execution of this Agreement:
 - (1) Receipted lodging and meal expenses for authorized overnight travel in locations within and outside of New York State shall be reimbursed to a maximum of published per diem rates as specified by the Comptroller. Said rates shall be equal to the combined per diem lodging and meal reimbursement rate provided by the federal government to its employees for such locations.
 - (2) In locations for which no specific rate is published, receipted lodging and meal expenses for authorized overnight travel within and outside of New York State shall be reimbursed to a maximum of the combined per diem lodging and meal reimbursement rate provided by the federal government to its employees for such locations.
 - (3) The rates in paragraphs (1) and (2) above shall be revised in accordance with any revision made in the per diem rates provided by the federal government to its employees.
- (c) When the employee is in travel status for less than a full day, and incurs no lodging charges, reasonable and necessary receipted expenses will be allowed for breakfast and dinner as determined by the Comptroller in accordance with law.
- (d) Employees shall be eligible for advance payments for authorized official travel for lodging and meals subject to the Comptroller's Rules and Regulations.

17.2 Mileage Allowance

The personal vehicle mileage reimbursement rate for employees in this unit shall be consistent with the maximum allowance permitted by the Internal Revenue Service. Such payments shall be paid in accordance with the Rules and Regulations of the Comptroller.

17.3 Triborough Bridge Tolls

The Employer agrees to arrange for work related passage over the Triborough Bridge without cost for car tolls to employees employed and not residing at facilities at Ward's Island, New York, operated by the New York State Department of Mental Hygiene for the reasons that (a) heretofore, free ferry service was provided to the Island, which service has been discontinued, and (b) there is no other way for such employees to reach their work by car except over a toll bridge.

17.4 Escort Meal Allowance

(a) The Employer will provide all employees who escort wards of the State between the hours of 11:00 a.m. and 1:00 p.m. and who are responsible for the purchasing of a noon meal for said wards, a subsidy of \$3.50 for the purpose of purchasing their own meal.

(b) All employees required to escort wards on trips and to remain with those wards while on that trip, and who are required to begin and end their workday at their official station shall be eligible for escort meal allowances while in travel status. All requirements for that reimbursement must be met except for the requirement that the employee must be over 35 miles from home in order to be eligible.

ARTICLE 18

Payroll Computation

18.1 The Employer shall calculate employees' salary payments on an appropriate ten working-day basis.

18.2 The Employer agrees that paychecks issued to employees will be delivered no later than Thursday following the end of the next succeeding payroll period. When employees leave State service, their final salary check shall be issued at the end of the payroll period next following the payroll period in which their service is discontinued. This final salary check shall be paid at the employee's then-current salary rate.

18.3 Overtime and holiday pay authorized to be compensated for in cash shall be paid to employees by the close of the second biweekly payroll period following the payroll period during which it was earned.

ARTICLE 19

Credit Union Deductions

19.1 The Employer agrees to deduct from the salary of an employee an amount authorized in writing by the employee which shall be within the minimum and maximum amounts specified by the Comptroller and to transmit such funds to a bona fide credit union. The sums transmitted shall be used for appropriate purposes and their specific allocation shall be determined by an arrangement between the employee and their credit union. The authorization for such deductions may be withdrawn by an employee at any time upon filing of a written notice of such withdrawal with the State Comptroller. The deductions shall be in accordance with reasonable rules and regulations of the Comptroller not inconsistent with law which may be necessary for the exercise of this authority under this Article.

ARTICLE 20

Uniforms

Certain terms of this Article apply only to employees who are Interest Arbitration ineligible pursuant to Civil Service Law Section 209(4) on the date of the execution of this Agreement, indicated by (Interest Arbitration ineligible employees only).

20.1 When the Employer requires an employee to wear a uniform, the Employer shall continue to furnish such employee with a uniform or replacement of such part of such uniform as may reasonably be necessary pursuant to the policies of each appointing authority which were in effect on March 31, 1985.

20.2 Interest Arbitration ineligible employees only in the unit on the payroll on the last day of the payroll period in which November 1 falls shall receive an allowance, by separate check, for uniform cleaning and maintenance on or about December 1 of each year of this Agreement as follows:

December 1, 2009 - \$681

December 1, 2010 - \$708

Permanent part-time employees will also be eligible for a uniform allowance at a pro-rated amount equal to the pro-rated amount of their respective employment.

This allowance replaces all existing uniform cleaning provisions and/or allowances and shall cover all uniform cleaning and maintenance requirements (e.g., sewing, patches, etc.) and the provision and repair of uniform shoes.

20.3 Whenever replacement of uniform parts or equipment is not available, the department, agency or institution will make a reasonable effort to secure replacements as soon as is practicable.

ARTICLE 21

Indemnification

21.1 Pursuant to Section 24 of the Correction Law and Section 19.13 of the Mental Hygiene Law, no civil action shall be brought in any court of the State, except by the Attorney General on behalf of the State, against any officer or employee of the Office of Alcoholism and Substance Abuse who is charged with the duties of securing the custody of a drug dependent person or a person in need of care and treatment for alcoholism, or against any officer or employee of the Department of Corrections and Community Supervision, in their personal capacity for damages arising out of any act done or the failure to perform any act within the scope of employment and in the discharge of duties by any such officer or employee. Any claim for damages arising out of any act done or the failure to perform any acts within the scope of the employment and in the discharge of the duties of such officer or employee shall be brought and maintained in the Court of Claims as a claim against the State.

21.2 The Employer shall continue existing policies as established by Section 24 of the Correction Law and Section 19.13 of the Mental Hygiene Law, relating to claims filed in a court of the United States for civil damages under the Federal Civil Rights Act against an employee in the Department of Corrections and Community Supervision or in the Office of Alcoholism and Substance Abuse.

21.3 The Employer acknowledges its obligations to provide for the defense of its employees, and to save harmless and indemnify such employees from financial loss as hereinafter provided, to the broadest extent possible consistent with the provisions of Section 17 of the Public Officers Law in effect upon the date of execution of this Agreement.

21.4 The Employer agrees to provide for the defense of the employee as set forth in subdivision 2 of Section 17 of the Public Officers Law in any civil action or proceeding in any State or federal court arising out of any alleged act or omission which occurred or is alleged in the complaint to have occurred while the employee was acting within the scope of their public employment or duties including actions brought to enforce a provision of Section 1981 or 1983 of Title 42 of the United States Code. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or on behalf of the State, provided further, that the duty to defend or indemnify and save harmless shall be conditioned upon (a) delivery to the Attorney General or an Assistant Attorney General at an office of the Department of Law in the State by the employee of the original or a copy of any summons, complaint, process, notice, demand or pleading within five days after he is served with such document, and (b) the full cooperation of the employee in the defense of such action or proceeding and in defense of any action or proceeding against the State based upon the same act or omission, and in the prosecution of any appeal. Such delivery shall be deemed a request by the employee that the State provide for their defense pursuant to this Section.

21.5 The Employer agrees to indemnify and save harmless its employees as set forth in subdivision 3 of Section 17 of the Public Officers Law in the amount of any judgment obtained against such employees in any State or federal court, or in the amount of any settlement of a claim, or shall pay such judgment or settlement, provided that the

act or omission from which such judgment or settlement arose, occurred while the employee was acting within the scope of their public employment or duties; the duty to indemnify and save harmless prescribed by this Section shall not arise where the injury or damage resulted from intentional wrongdoing on the part of the employee, provided further, that nothing contained herein shall authorize the State to indemnify or save harmless an employee with respect to fines or penalties, or money recovered from an employee pursuant to Article 7-a of the State Finance Law; provided, however, that the State shall indemnify and save harmless its employees in the amount of any costs, attorneys' fees, damages, fines or penalties which may be imposed by reason of an adjudication that an employee, acting within the scope of their public employment or duties, has, without willfulness or intent on their part, violated a prior order, judgment, consent decree or stipulation of settlement entered into in any court of this State or of the United States.

21.6 The employee shall inform their supervisor when he informs the Attorney General of the services he has received under Sections 21.2 or 21.3 above. In addition, Sections 21.3, 21.4 and 21.5 of this Article shall not apply to an employee of the Department of Corrections and Community Supervision or the Office of Alcoholism and Substance Abuse to the extent he is covered by Sections 21.1 and 21.2 of this Article.

21.7 (a) The Employer agrees to continue to provide the protection described in Section 19 of the Public Officers Law providing reimbursement for reasonable attorneys' fees and litigation expenses incurred by or on behalf of an employee in his successful defense in a criminal proceeding in a State or federal court arising out of any act which occurred while the employee was acting within the scope of their public employment or duties, upon acquittal or dismissal of criminal charges.

(b) The Employer agrees to continue to provide the protection described in Section 19 of the Public Officers Law providing for reimbursement of costs of employees for reasonable attorneys' fees for appearances before a grand jury arising out of any act which occurred while such employee was acting within the scope of their public employment or duties.

21.8 The Employer and the Union agree to enter into a contract to provide for the implementation of a legal defense fund, in the amount of \$5,000, in accordance with such terms as shall be jointly agreed upon by the parties and subject to the approval of the Comptroller, to be administered by the Union to provide legal defense for the members of the Security Supervisors Unit who are represented by the Union for each year covered by this Agreement who may be defendants or witnesses in criminal or civil matters arising out of the discharge of their duties and in the course of their employment where Public Officers Law Sections 17 and 19 do not provide such representation.

21.9 The Employer as a self-insurer agrees to provide adequate liability coverage for employees who use their homes in the performance of their official duty.

ARTICLE 22

Safe Working Conditions

22.1 The Employer shall provide safe working conditions for the protection of employee well-being. The Employer and the Union remain committed to a cooperative effort to provide safe working conditions for employees. Consistent with this commitment, the Employer and the Union have entered into a Memorandum of Understanding to better and more effectively deal with and respond to health and safety issues at the work site.

22.2 Any matters pertaining to safety standards and conditions may be discussed in labor/management committees at the appropriate level including the executive level. Such issues as concerns with employee exposure, the availability of protective equipment in areas of work and vehicles will be addressed at the local and agency levels. The parties shall also discuss maintaining and updating precaution checklists and relevant directives at work sites.

22.3 The parties recognize that in the course of their employment, employees provide various services to individuals with chronic illnesses and infectious diseases including HIV and may be exposed to such illnesses and diseases. For employees who are likely to have more than casual contact with individuals that may be infectious, the employer must allow employees to take universal precautions when they may come into contact with said individuals.

22.4 As soon as practicable after the signing of the Agreement, the parties commit to meet on an agency-by-agency basis to establish guidelines which address the effects of infectious disease upon employees. Considerations shall include the issues of confidentiality, employee notification and education, use of precautions and agency policies, consistent with applicable law.

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

ARTICLE 23

Reimbursement for Property Damage

23.1 The Employer agrees to provide for the uniform administration of the procedure for reimbursement to employees for personal property damage or destruction as provided for by subdivision 12 of Section 8 of the State Finance Law which provides for the payment of any claim submitted and approved by the head of a State department or agency having employees in the Security Supervisors Unit for personal property of employees of such unit damaged or destroyed without fault on their part as a result of actions unique to the performance of law enforcement duties to include actions during fire, search, and rescue duties, in accordance with rules and regulations promulgated by the department or agency head after consultation with the Union and with the approval of the Comptroller.

23.2 The Employer agrees to provide for payments of up to \$150 out of local funds at the institution level as provided by subdivision 12 of Section 8 of the State Finance Law.

23.3 Allowances shall be based upon the reasonable value of the property involved and payment shall be made against a satisfactory release.

ARTICLE 24

Seniority

24.1 For the purposes of this Article, seniority shall be defined as the length of an employee's service in title in a department or agency 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.

24.2 Seniority shall be the basis by which employees shall select pass days.

24.3 Where vacancies at a facility or region are known to exist, the Superintendent, appointing authority or designee shall announce the vacancy in writing for a period of 15 days in advance of making permanent assignment in order to allow employees to submit bids. The agency shall have the right to make any job and shift assignment necessary to maintain the services of the agency involved. Job and shift assignments shall be made in accordance with the employee's ability to properly perform the work involved. In the event of equal ability, seniority shall prevail. Grievances arising under this Section shall be processed up to Step 3 of the grievance procedure but not to arbitration. (Additional information concerning the filling of job and shift assignments is contained in a side letter of this contract.)

24.4 An employee shall not have the right to bump for any reason.

24.5 The shift and pass day provisions of this Article shall not apply to those departments or agencies whose employees function on a rotating shift basis.

24.6 Nothing contained in Section 24.2 of this Article shall prevent mutually agreed to local arrangements regarding the method that pass days are to be selected.

24.7 The Employer agrees to provide the Union a list of its employees by department or agency and seniority and to update it quarterly.

ARTICLE 25

Labor/Management Committees

26.1 To facilitate communication between the parties and to promote a climate conducive to constructive employee relations, joint labor/management committees shall be established at the Executive, departmental and local levels of operations to discuss the implementation of this Agreement and other matters of mutual interest. The size of the committees shall be limited to the least number of representatives needed to accomplish their objectives. Committee size shall be determined by mutually agreed upon arrangements at the appropriate level. The composition of each local Union's labor/management committee shall be at the discretion of the Union. Time approved for such meetings shall be authorized only for employees of the department or agency for which the meeting is held except that the President and five regional Vice Presidents of a statewide local can be granted time for departmental level labor/management committee meetings in agencies other than their own.

25.2 Such committees will meet as necessary. Written agenda will be submitted a week in advance of regular meetings. Special meetings may be requested by either party. An agenda will be submitted along with the request. Such special meetings will be scheduled as soon as possible.

25.3 Approved time spent in such meetings (including actual and necessary travel time, not to exceed eight hours each way, for Executive and department level meetings) shall neither be charged to leave credits nor considered as overtime worked. Management shall make every effort to reschedule shift assignments or pass days so that meetings fall during working hours of Union representatives.

25.4 Labor/management committee meetings shall be conducted in good faith. These committees shall have no power to contravene any provisions of this Agreement or to agree to take any action beyond the authority of the management at the level at which the meeting takes place. Matters may be referred to and from the facility and department or agency levels as necessary. The parties may issue joint meeting minutes and letters of understanding. Any arrangement which is mutually agreed upon shall be reduced to writing within 14 calendar days. Any arrangement which is the subject of a memorandum of understanding, letter of understanding or joint meeting minutes, shall not be altered or modified by either party without first meeting and discussing with the other party at the appropriate level in a good faith effort to reach a successor agreement. Any alterations or modifications to a written local labor/management agreement as described in this section may occur no sooner than five days after such meeting and discussion and subsequent written notification of the changes received by the other party. Implementation of such alterations or modifications shall not occur without adherence to the procedures herein described. In cases where emergency conditions necessitate a variation of an established labor/management agreement by either party, the other party must be notified of such variation as soon as possible. Such variation will be reviewed by the designated Union and Management Chairs of the Local Labor/Management Committee within seven days. Disagreements growing out of the implementation of memorandum or letters of understanding may be initiated at the 3rd Step of the grievance procedure as contained in Article 7, paragraph 7.1(b).

25.5 Staff representatives of the Office of Employee Relations and the Union will render assistance to local joint committees in procedural and substantive issues as necessary to fulfill the objectives of this Article and may participate in such meetings.

25.6 The Employer and the Union will review the manner in which quality of work life efforts should be provided in this unit. Effective April 1, 2016, funding will be appropriated in the amount of \$15,931 for a statewide labor/management committee. Effective April 1, 2017, this amount will be increased to \$16,250; effective April 1, 2018, this amount will be increased to \$16,575; effective April 1, 2019, this amount will be increased to \$16,907; effective April 1, 2020, this amount will be increased to \$17,245; effective April 1, 2021, this amount will be increased to \$17,590; and effective April 1, 2022, this amount will be increased to \$17,942.

This section is not subject to the provisions of Article 7 of this Agreement.

25.7(a) The Employer shall continue the program established by Section 154-b(8) of the Civil Service Law to provide a survivor's benefit in the amount of \$50,000 in the event that an employee dies on or after the effective date of this Agreement as a result of an accidental on-the-job injury or disease provided that it is finally determined by the appropriate federal authorities that a public safety officer's death benefit is not payable pursuant to Section 3796 through Section 3796-C of Title 42 of the United States Code (the Federal Public Safety Officer Benefit Act) and provided that a death benefit is paid pursuant to the Workers' Compensation Law. Such survivor's benefit shall be paid to the employee's surviving spouse and dependent children as designated by the Workers' Compensation Board and in the same proportion as provided in the Workers' Compensation Law. In the event an employee is not survived by a spouse or dependent children, the survivor's benefit shall be paid to the estate of the employee. Such survivor's benefit shall be in addition to and not in place of any other survivor's or death benefit except that such benefit will not be payable if a public safety officer's death benefit is payable pursuant to the Federal Public Safety Officers Benefit Act.

(b) The Employer shall continue the program established by Section 154-b(3) of the Civil Service Law to provide an employee's dependent child or children who are designated to receive a death benefit by the Workers' Compensation Board as a result of a determination that such employee has died of an on-the-job injury or disease on or after the effective date of this Agreement with full tuition up to the amount charged by a SUNY college or university to attend any college or university provided such child or children meet the entrance requirements of that college or university.

25.8 The Employer shall not contract out for goods and services performed by employees which will result in any employee being reduced or laid off without prior consultation with the Union concerning any possible effect on the terms and conditions of employment of employees covered by this Agreement.

25.9 The State of New York as the Employer and the Union agree that they shall hereinafter enter into a contract to provide for the implementation of an employee benefit fund, in accordance with such terms as shall be jointly agreed upon by the parties and subject to the approval of the Comptroller, to be administered by the Union to provide certain benefits for full-time annual salaried employees in the Security Supervisors Unit.

For each full-time annual salaried unit employee, the Employer shall deposit an amount in the employee benefit fund as follows: On April 1, 2016 - \$42.45; April 1, 2017 - \$43.30; April 1, 2018 - \$44.17; April 1, 2019 - \$45.05; April 1, 2020 - \$45.95; April 1, 2021 - \$46.87 and April 1, 2022 - \$47.81 For the purposes of determining the amount to be

deposited in accordance with this Section, the number of employees shall be determined to be the number of full-time annual salaried unit employees on the payroll each preceding March 1, as set forth above in this paragraph.

25.10 Family Benefits

Dependent Care Advantage Account (DCM) The Employer and Union shall continue to provide the DCM Program provided by the New York State Labor/Management Child Care Advisory Committee to the extent that federal and state laws allow. This program will provide employees with the opportunity to increase their spendable income by paying for all or part of selected benefits such as child care, elder care and dependent care with pre-tax dollars.

Effective on the date of ratification of this Agreement, the State shall provide an annual contribution per Dependent Care Advantage Account as follows:

Employee Gross Annual Salary	Employer Contribution
Under \$30,000	\$800
\$30,001 - \$40,000	\$700
\$40,001 - \$50,000	\$600
\$50,001 - \$60,000	\$500
\$60,001 - \$70,000	\$400
Over \$70,000	\$300

In subsequent years, the employer contribution may be increased or reduced so as to fully expend available funds for this purpose, while maintaining salary sensitive differentials. In no event shall the aggregate employer contribution exceed the amounts provided for this purpose.

In the interest of providing greater availability of dependent care and other services to Council 82-represented employees in this bargaining unit and maximizing resources available, the Family Benefits Program may support additional initiatives as recommended by the Advisory Body.

A Joint Labor/Management Advisory Body, which recognizes the need for combined representation of all employee negotiating units and the State, will monitor and evaluate the Family Benefits Program and other work-life services.

Mutually agreed to activities of this committee shall be funded pursuant to this section.

(b) The parties agree to participate in the LifeWorks program.

(c) The parties agree to continue participation in the Directions Program.

(d) Effective April 1, 2020, funding for the programs in this Section (25.10) shall be \$14,335; effective April 1, 2021 this amount will be increased to \$14,622 and effective April 1, 2022 increased to \$14,914. The parties agree that such funding is effective on the date of ratification, and shall sunset on the expiration date of this Agreement, unless extended by written mutual agreement by the parties.

ARTICLE 26

No Strike Clause

26.1 No lock out of employees shall be instituted by the Employer during the term of this Agreement.

26.2 No strike of any kind shall be instigated, encouraged, condoned or caused by the Union during the term of this Agreement.

ARTICLE 27

Preservation of Benefits

27.1 With respect to matters not covered by this Agreement, the Employer will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for employees without prior notice to the Union and when appropriate, without negotiations with the Union provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the Employer by Article 6 of this Agreement.

ARTICLE 28

Savings Clause

28.1 Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or shall have the effect of loss to the State of funds made available through federal law, such decision shall apply only to the specific article, section or portion thereof directly specified in the decision; upon the issuance of such a decision the parties agree immediately to negotiate a substitute for such article, section or portion thereof.

ARTICLE 29

Printing of Agreement

29.1 The Union shall be responsible for reproducing this Agreement. Distribution to the State and to employees will occur as soon as practicable following the execution of this Agreement. The cost of printing this Agreement shall be shared equally by the Union and the State.

Article 30

Approval of the Legislature

30.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 31

Conclusion of Collective Negotiations

31.1 The Employer and the Union agree that this Agreement is the entire agreement, terminates all prior agreements or understandings and concludes all collective negotiations during its term. Neither party, will during the term of this Agreement, seek to unilaterally modify its terms through legislation or other means which may be available to them.

31.2 The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

31.3 The Employer and the Union agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this tentative Agreement to be signed by their respective representatives.

DATED: May 6, 2022

**FOR SECURITY UNIT EMPLOYEES
COUNCIL 82 AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO**

**THE EXECUTIVE BRANCH OF THE
STATE OF NEW YORK**

_____/s/
Ennio J. Corsi
Chief Negotiator

_____/s/
Joseph M. Bress
Chief Negotiator

_____/s/
Ronald J. Walsh
President

_____/s/
Michael N. Volforte
Director

Appendix "A"

COUNCIL 82 SALARY SCHEDULE - ARBITRATION ELIGIBLE ONLY

Effective Institution Lag March 31, 2016

Effective Administration Lag April 7, 2016

SG	Hiring Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step	25 Yr. Long Step
1	26961	27989	29017	30045	31073	32101	33129	1028	34667	36203	39181	40718
2	27855	28939	30023	31107	32191	33275	34359	1084	35987	37613	40679	42308
3	29106	30236	31366	32496	33626	34756	35886	1130	37583	39279	42416	44113
4	30305	31496	32687	33878	35069	36260	37451	1191	39238	41020	44246	46029
5	31625	32879	34133	35387	36641	37895	39149	1254	41023	42899	46217	48094
6	33156	34474	35792	37110	38428	39746	41064	1318	43040	45015	48436	50414
7	34896	36269	37642	39015	40388	41761	43134	1373	45189	47242	50740	52795
8	36726	38151	39576	41001	42426	43851	45276	1425	47411	49549	53122	55260
9	38643	40129	41615	43101	44587	46073	47559	1486	49793	52024	55698	57930
10	40698	42262	43826	45390	46954	48518	50082	1564	52420	54758	58536	60877
11	42963	44589	46215	47841	49467	51093	52719	1626	55153	57590	61466	63902
12	45218	46915	48612	50309	52006	53703	55400	1697	57949	60501	64487	67035
13	47772	49546	51320	53094	54868	56642	58416	1774	61068	63722	67819	70473
14	50378	52236	54094	55952	57810	59668	61526	1858	64308	67092	71311	74094
15	53139	55073	57007	58941	60875	62809	64743	1934	67639	70538	74873	77769
16	56001	58021	60041	62061	64081	66101	68121	2020	71147	74175	78641	81667
17	59010	61138	63266	65394	67522	69650	71778	2128	74962	78145	82773	85958
18	62226	64460	66694	68928	71162	73396	75630	2234	78977	82330	87118	90469
19	65487	67821	70155	72489	74823	77157	79491	2334	82986	86481	91419	94915
20	68725	71163	73601	76039	78477	80915	83353	2438	87011	90670	95768	99428
21	72288	74830	77372	79914	82456	84998	87540	2542	91354	95166	100420	104233
22	76021	78715	81409	84103	86797	89491	92185	2694	96217	100250	105721	109755
23	80000	82770	85540	88310	91080	93850	96620	2770	100777	104934	110526	114682
24	84195	87068	89941	92814	95687	98560	101433	2873	105741	110048	115798	120104
25	88754	91752	94750	97748	100746	103744	106742	2998	111233	115720	121655	126145

COUNCIL 82 SALARY SCHEDULE - ARBITRATION ELIGIBLE ONLY

Effective Institution Lag March 30, 2017

Effective Administration Lag April 6, 2017

SG	Hiring Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step	25 Yr. Long Step
1	27500	28549	29598	30647	31696	32745	33794	1049	35360	36927	39965	41532
2	28412	29518	30624	31730	32836	33942	35048	1106	36707	38365	41493	43154
3	29688	30841	31994	33147	34300	35453	36606	1153	38335	40065	43264	44995
4	30911	32126	33341	34556	35771	36986	38201	1215	40023	41840	45131	46950
5	32258	33537	34816	36095	37374	38653	39932	1279	41843	43757	47141	49056
6	33819	35163	36507	37851	39195	40539	41883	1344	43901	45915	49405	51422
7	35594	36995	38396	39797	41198	42599	44000	1401	46093	48187	51755	53851
8	37461	38915	40369	41823	43277	44731	46185	1454	48359	50540	54184	56365
9	39416	40932	42448	43964	45480	46996	48512	1516	50789	53064	56812	59089
10	41512	43107	44702	46297	47892	49487	51082	1595	53468	55853	59707	62095
11	43822	45481	47140	48799	50458	52117	53776	1659	56256	58742	62695	65180
12	46122	47853	49584	51315	53046	54777	56508	1731	59108	61711	65777	68376
13	48727	50537	52347	54157	55967	57777	59587	1810	62289	64996	69175	71882
14	51386	53281	55176	57071	58966	60861	62756	1895	65594	68434	72737	75576
15	54202	56175	58148	60121	62094	64067	66040	1973	68992	71949	76370	79324
16	57121	59181	61241	63301	65361	67421	69481	2060	72570	75659	80214	83300
17	60190	62361	64532	66703	68874	71045	73216	2171	76461	79708	84428	87677
18	63471	65750	68029	70308	72587	74866	77145	2279	80557	83977	88860	92278
19	66797	69178	71559	73940	76321	78702	81083	2381	84646	88211	93247	96813
20	70100	72587	75074	77561	80048	82535	85022	2487	88751	92483	97683	101417
21	73734	76327	78920	81513	84106	86699	89292	2593	93181	97069	102428	106318
22	77541	80289	83037	85785	88533	91281	94029	2748	98141	102255	107835	111950
23	81600	84425	87250	90075	92900	95725	98550	2825	102793	107033	112737	116976
24	85879	88810	91741	94672	97603	100534	103465	2931	107856	112249	118114	122506
25	90529	93587	96645	99703	102761	105819	108877	3058	113458	118034	124088	128668

COUNCIL 82 SALARY SCHEDULE - ARBITRATION ELIGIBLE ONLY

Effective Institution Lag March 29, 2018

Effective Administration Lag April 5, 2018

SG	Hiring Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step	25 Yr. Long Step
1	28050	29120	30190	31260	32330	33400	34470	1070	36067	37666	40764	42363
2	28980	30108	31236	32364	33492	34620	35748	1128	37441	39132	42323	44017
3	30282	31458	32634	33810	34986	36162	37338	1176	39102	40866	44129	45895
4	31529	32768	34007	35246	36485	37724	38963	1239	40823	42677	46034	47889
5	32903	34208	35513	36818	38123	39428	40733	1305	42680	44632	48084	50037
6	34495	35866	37237	38608	39979	41350	42721	1371	44779	46833	50393	52450
7	36306	37735	39164	40593	42022	43451	44880	1429	47015	49151	52790	54928
8	38210	39693	41176	42659	44142	45625	47108	1483	49326	51551	55268	57492
9	40204	41750	43296	44842	46388	47934	49480	1546	51805	54125	57948	60271
10	42342	43969	45596	47223	48850	50477	52104	1627	54537	56970	60901	63337
11	44698	46390	48082	49774	51466	53158	54850	1692	57381	59917	63949	66484
12	47044	48810	50576	52342	54108	55874	57640	1766	60290	62945	67093	69744
13	49702	51548	53394	55240	57086	58932	60778	1846	63535	66296	70559	73320
14	52414	54347	56280	58213	60146	62079	64012	1933	66906	69803	74192	77088
15	55286	57299	59312	61325	63338	65351	67364	2013	70372	73388	77897	80910
16	58263	60364	62465	64566	66667	68768	70869	2101	74021	77172	81818	84966
17	61394	63608	65822	68036	70250	72464	74678	2214	77990	81302	86117	89431
18	64740	67065	69390	71715	74040	76365	78690	2325	82168	85657	90637	94124
19	68133	70562	72991	75420	77849	80278	82707	2429	86339	89975	95112	98749
20	71502	74039	76576	79113	81650	84187	86724	2537	90526	94333	99637	103445
21	75209	77854	80499	83144	85789	88434	91079	2645	95045	99010	104477	108444
22	79092	81895	84698	87501	90304	93107	95910	2803	100104	104300	109992	114189
23	83232	86114	88996	91878	94760	97642	100524	2882	104849	109174	114992	119316
24	87597	90587	93577	96567	99557	102547	105537	2990	110013	114494	120476	124956
25	92340	95459	98578	101697	104816	107935	111054	3119	115727	120395	126570	131241

COUNCIL 82 SALARY SCHEDULE - ARBITRATION ELIGIBLE ONLY

Effective Institution Lag March 28, 2019

Effective Administration Lag April 4, 2019

SG	Hiring Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step	25 Yr. Long Step
1	28611	29702	30793	31884	32975	34066	35157	1091	36788	38419	41579	43210
2	29560	30711	31862	33013	34164	35315	36466	1151	38190	39915	43169	44897
3	30888	32088	33288	34488	35688	36888	38088	1200	39884	41683	45012	46813
4	32160	33424	34688	35952	37216	38480	39744	1264	41639	43531	46955	48847
5	33561	34892	36223	37554	38885	40216	41547	1331	43534	45525	49046	51038
6	35185	36583	37981	39379	40777	42175	43573	1398	45675	47770	51401	53499
7	37032	38490	39948	41406	42864	44322	45780	1458	47955	50134	53846	56027
8	38974	40487	42000	43513	45026	46539	48052	1513	50313	52582	56373	58642
9	41008	42585	44162	45739	47316	48893	50470	1577	52841	55208	59107	61476
10	43189	44849	46509	48169	49829	51489	53149	1660	55628	58109	62119	64604
11	45592	47318	49044	50770	52496	54222	55948	1726	58529	61115	65228	67814
12	47985	49786	51587	53388	55189	56990	58791	1801	61496	64204	68435	71139
13	50696	52579	54462	56345	58228	60111	61994	1883	64806	67622	71970	74786
14	53462	55434	57406	59378	61350	63322	65294	1972	68244	71199	75676	78630
15	56392	58445	60498	62551	64604	66657	68710	2053	71779	74856	79455	82528
16	59428	61571	63714	65857	68000	70143	72286	2143	75501	78715	83454	86665
17	62622	64880	67138	69396	71654	73912	76170	2258	79550	82928	87839	91220
18	66035	68407	70779	73151	75523	77895	80267	2372	83811	87370	92450	96006
19	69496	71974	74452	76930	79408	81886	84364	2478	88066	91775	97014	100724
20	72932	75520	78108	80696	83284	85872	88460	2588	92337	96220	101630	105514
21	76713	79411	82109	84807	87505	90203	92901	2698	96946	100990	106567	110613
22	80674	83533	86392	89251	92110	94969	97828	2859	102106	106386	112192	116473
23	84897	87837	90777	93717	96657	99597	102537	2940	106946	111357	117292	121702
24	89349	92399	95449	98499	101549	104599	107649	3050	112213	116784	122886	127455
25	94187	97368	100549	103730	106911	110092	113273	3181	118042	122803	129101	133866

COUNCIL 82 SALARY SCHEDULE - ARBITRATION ELIGIBLE ONLY

Effective Institution Lag March 26, 2020

Effective Administration Lag April 2, 2020

SG	Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step	25 Yr. Long Step
1	29183	30296	31409	32522	33635	34748	35861	1113	37524	39187	42411	44074
2	30151	31325	32499	33673	34847	36021	37195	1174	38954	40713	44032	45795
3	31506	32730	33954	35178	36402	37626	38850	1224	40682	42517	45912	47749
4	32803	34092	35381	36670	37959	39248	40537	1289	42472	44402	47894	49824
5	34232	35590	36948	38306	39664	41022	42380	1358	44405	46436	50027	52059
6	35889	37315	38741	40167	41593	43019	44445	1426	46589	48725	52429	54569
7	37773	39260	40747	42234	43721	45208	46695	1487	48914	51137	54923	57148
8	39753	41296	42839	44382	45925	47468	49011	1543	51319	53634	57500	59815
9	41828	43437	45046	46655	48264	49873	51482	1609	53898	56312	60289	62706
10	44053	45746	47439	49132	50825	52518	54211	1693	56741	59271	63361	65896
11	46504	48265	50026	51787	53548	55309	57070	1761	59700	62337	66533	69170
12	48945	50782	52619	54456	56293	58130	59967	1837	62726	65488	69804	72562
13	51710	53631	55552	57473	59394	61315	63236	1921	66102	68974	73409	76282
14	54531	56543	58555	60567	62579	64591	66603	2012	69609	72623	77190	80203
15	57520	59614	61708	63802	65896	67990	70084	2094	73215	76353	81044	84179
16	60617	62803	64989	67175	69361	71547	73733	2186	77011	80289	85123	88398
17	63874	66177	68480	70783	73086	75389	77692	2303	81141	84587	89596	93044
18	67356	69775	72194	74613	77032	79451	81870	2419	85487	89117	94299	97926
19	70886	73414	75942	78470	80998	83526	86054	2528	89827	93611	98954	102738
20	74391	77031	79671	82311	84951	87591	90231	2640	94184	98144	103663	107624
21	78247	80999	83751	86503	89255	92007	94759	2752	98885	103010	108698	112825
22	82287	85203	88119	91035	93951	96867	99783	2916	104148	108514	114436	118802
23	86595	89594	92593	95592	98591	101590	104589	2999	109085	113584	119638	124136
24	91136	94247	97358	100469	103580	106691	109802	3111	114457	119120	125344	130004
25	96071	99316	102561	105806	109051	112296	115541	3245	120403	125259	131683	136543

COUNCIL 82 SALARY SCHEDULE - ARBITRATION INELIGIBLE ONLY

Effective Institution Lag March 31, 2016

Effective Administration Lag April 7, 2016

SG	Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step	25 Yr. Long Step
1	24764	25766	26768	27770	28772	29774	30776	1002	32583	34173	37047	38639
2	25635	26690	27745	28800	29855	30910	31965	1055	33875	35558	38511	40194
3	26854	27955	29056	30157	31258	32359	33460	1101	35452	37209	40223	41980
4	28020	29180	30340	31500	32660	33820	34980	1160	37218	38921	42018	43721
5	29306	30524	31742	32960	34178	35396	36614	1218	38820	40759	43940	45881
6	30795	32079	33363	34647	35931	37215	38499	1284	40824	42872	46142	48190
7	32488	33822	35156	36490	37824	39158	40492	1334	42910	45037	48377	50502
8	34270	35656	37042	38428	39814	41200	42586	1386	45097	47310	50718	52930
9	36134	37581	39028	40475	41922	43369	44816	1447	47441	49753	53253	55561
10	38136	39657	41178	42699	44220	45741	47262	1521	50011	52432	56025	58446
11	40337	41920	43503	45086	46669	48252	49835	1583	52699	55220	58901	61421
12	42534	44186	45838	47490	49142	50794	52446	1652	55447	58082	61862	64502
13	45019	46745	48471	50197	51923	53649	55375	1726	58495	61243	65119	67867
14	47556	49366	51176	52986	54796	56606	58416	1810	61685	64563	68552	71432
15	50243	52125	54007	55889	57771	59653	61535	1882	64939	67938	72034	75031
16	53027	54995	56963	58931	60899	62867	64835	1968	68392	71528	75735	78869
17	55959	58031	60103	62175	64247	66319	68391	2072	72137	75432	79787	83085
18	59088	61264	63440	65616	67792	69968	72144	2176	76081	79548	84050	87520
19	62261	64532	66803	69074	71345	73616	75887	2271	79997	83616	88247	91866
20	65411	67785	70159	72533	74907	77281	79655	2374	83955	87738	92520	96306
21	68882	71357	73832	76307	78782	81257	83732	2475	88215	92162	97077	101023
22	72513	75132	77751	80370	82989	85608	88227	2619	92972	97143	102258	106431
23	76386	79082	81778	84474	87170	89866	92562	2696	97447	101748	106969	111272
24	80468	83266	86064	88862	91660	94458	97256	2798	102319	106776	112137	116596
25	84905	87821	90737	93653	96569	99485	102401	2916	107683	112332	117855	122503

COUNCIL 82 SALARY SCHEDULE - ARBITRATION INELIGIBLE ONLY

Effective Institution Lag March 30, 2017

Effective Administration Lag April 6, 2017

SG	Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step	25 Yr. Long Step
1	25259	26281	27303	28325	29347	30369	31391	1022	33235	34856	37788	39412
2	26148	27224	28300	29376	30452	31528	32604	1076	34553	36269	39281	40998
3	27391	28514	29637	30760	31883	33006	34129	1123	36161	37953	41027	42820
4	28580	29763	30946	32129	33312	34495	35678	1183	37962	39699	42858	44595
5	29892	31134	32376	33618	34860	36102	37344	1242	39596	41574	44819	46799
6	31411	32721	34031	35341	36651	37961	39271	1310	41640	43729	47065	49154
7	33138	34499	35860	37221	38582	39943	41304	1361	43768	45938	49345	51512
8	34955	36369	37783	39197	40611	42025	43439	1414	45999	48256	51732	53989
9	36857	38333	39809	41285	42761	44237	45713	1476	48390	50748	54318	56672
10	38899	40450	42001	43552	45103	46654	48205	1551	51011	53481	57146	59615
11	41144	42759	44374	45989	47604	49219	50834	1615	53753	56324	60079	62649
12	43385	45070	46755	48440	50125	51810	53495	1685	56556	59244	63099	65792
13	45919	47680	49441	51202	52963	54724	56485	1761	59665	62468	66421	69224
14	48507	50353	52199	54045	55891	57737	59583	1846	62919	65854	69923	72861
15	51248	53168	55088	57008	58928	60848	62768	1920	66238	69297	73475	76532
16	54088	56095	58102	60109	62116	64123	66130	2007	69760	72959	77250	80446
17	57078	59192	61306	63420	65534	67648	69762	2114	73580	76941	81383	84747
18	60270	62490	64710	66930	69150	71370	73590	2220	77603	81139	85731	89270
19	63506	65823	68140	70457	72774	75091	77408	2317	81597	85288	90012	93703
20	66719	69141	71563	73985	76407	78829	81251	2422	85634	89493	94370	98232
21	70260	72785	75310	77835	80360	82885	85410	2525	89979	94005	99019	103043
22	73963	76635	79307	81979	84651	87323	89995	2672	94831	99086	104303	108560
23	77914	80664	83414	86164	88914	91664	94414	2750	99396	103783	109108	113497
24	82077	84931	87785	90639	93493	96347	99201	2854	104365	108912	114380	118928
25	86603	89577	92551	95525	98499	101473	104447	2974	109837	114579	120212	124953

COUNCIL 82 SALARY SCHEDULE - ARBITRATION INELIGIBLE ONLY

Effective Institution Lag March 29, 2018

Effective Administration Lag April 5, 2018

SG	Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step	25 Yr. Long Step
1	25764	26807	27850	28893	29936	30979	32022	1043	33900	35553	38544	40200
2	26671	27769	28867	29965	31063	32161	33259	1098	35244	36994	40067	41818
3	27939	29085	30231	31377	32523	33669	34815	1146	36884	38712	41848	43676
4	29152	30359	31566	32773	33980	35187	36394	1207	38721	40493	43715	45487
5	30490	31757	33024	34291	35558	36825	38092	1267	40388	42405	45715	47735
6	32039	33375	34711	36047	37383	38719	40055	1336	42473	44604	48006	50137
7	33801	35189	36577	37965	39353	40741	42129	1388	44643	46857	50332	52542
8	35654	37096	38538	39980	41422	42864	44306	1442	46919	49221	52767	55069
9	37594	39100	40606	42112	43618	45124	46630	1506	49358	51763	55404	57805
10	39677	41259	42841	44423	46005	47587	49169	1582	52031	54551	58289	60807
11	41967	43614	45261	46908	48555	50202	51849	1647	54828	57450	61281	63902
12	44253	45972	47691	49410	51129	52848	54567	1719	57687	60429	64361	67108
13	46837	48633	50429	52225	54021	55817	57613	1796	60858	63717	67749	70608
14	49477	51360	53243	55126	57009	58892	60775	1883	64177	67171	71321	74318
15	52273	54231	56189	58147	60105	62063	64021	1958	67563	70683	74945	78063
16	55170	57217	59264	61311	63358	65405	67452	2047	71155	74418	78795	82055
17	58220	60376	62532	64688	66844	69000	71156	2156	75052	78480	83011	86442
18	61475	63740	66005	68270	70535	72800	75065	2265	79155	82762	87446	91055
19	64776	67139	69502	71865	74228	76591	78954	2363	83229	86994	91812	95577
20	68053	70524	72995	75466	77937	80408	82879	2471	87347	91283	96257	100197
21	71665	74241	76817	79393	81969	84545	87121	2576	91779	95885	100999	105104
22	75442	78168	80894	83620	86346	89072	91798	2726	96728	101068	106389	110731
23	79472	82277	85082	87887	90692	93497	96302	2805	101384	105859	111290	115767
24	83719	86630	89541	92452	95363	98274	101185	2911	106452	111090	116668	121307
25	88335	91369	94403	97437	100471	103505	106539	3034	112034	116871	122616	127452

COUNCIL 82 SALARY SCHEDULE - ARBITRATION INELIGIBLE ONLY

Effective Institution Lag March 28, 2019

Effective Administration Lag April 4, 2019

SG	Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step	25 Yr. Long Step
1	26279	27343	28407	29471	30535	31599	32663	1064	34578	36264	39315	41004
2	27204	28324	29444	30564	31684	32804	33924	1120	35949	37734	40868	42654
3	28498	29667	30836	32005	33174	34343	35512	1169	37622	39486	42685	44550
4	29735	30966	32197	33428	34659	35890	37121	1231	39495	41303	44589	46397
5	31100	32392	33684	34976	36268	37560	38852	1292	41196	43253	46629	48690
6	32680	34043	35406	36769	38132	39495	40858	1363	43322	45496	48966	51140
7	34477	35893	37309	38725	40141	41557	42973	1416	45536	47794	51339	53593
8	36367	37838	39309	40780	42251	43722	45193	1471	47857	50205	53822	56170
9	38346	39882	41418	42954	44490	46026	47562	1536	50345	52798	56512	58961
10	40471	42085	43699	45313	46927	48541	50155	1614	53072	55642	59455	62023
11	42806	44486	46166	47846	49526	51206	52886	1680	55925	58599	62507	65180
12	45138	46891	48644	50397	52150	53903	55656	1753	58841	61638	65648	68450
13	47774	49606	51438	53270	55102	56934	58766	1832	62075	64991	69104	72020
14	50467	52388	54309	56230	58151	60072	61993	1921	65461	68514	72747	75804
15	53318	55315	57312	59309	61306	63303	65300	1997	68914	72097	76444	79624
16	56273	58361	60449	62537	64625	66713	68801	2088	72578	75906	80371	83696
17	59384	61583	63782	65981	68180	70379	72578	2199	76553	80050	84671	88171
18	62705	65015	67325	69635	71945	74255	76565	2310	80738	84417	89195	92876
19	66072	68482	70892	73302	75712	78122	80532	2410	84894	88734	93648	97489
20	69414	71935	74456	76977	79498	82019	84540	2521	89094	93109	98182	102201
21	73098	75726	78354	80982	83610	86238	88866	2628	93615	97803	103019	107206
22	76951	79732	82513	85294	88075	90856	93637	2781	98663	103089	108517	112946
23	81061	83922	86783	89644	92505	95366	98227	2861	103412	107976	113516	118082
24	85393	88362	91331	94300	97269	100238	103207	2969	108581	113312	119001	123733
25	90102	93197	96292	99387	102482	105577	108672	3095	114275	119208	125068	130001

COUNCIL 82 SALARY SCHEDULE - ARBITRATION INELIGIBLE ONLY

Effective Institution Lag March 26, 2020

Effective Administration Lag April 2, 2020

SG	Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step	25 Yr. Long Step
1	26805	27890	28975	30060	31145	32230	33315	1085	35270	36989	40101	41824
2	27748	28890	30032	31174	32316	33458	34600	1142	36668	38489	41685	43507
3	29068	30260	31452	32644	33836	35028	36220	1192	38374	40276	43539	45441
4	30330	31586	32842	34098	35354	36610	37866	1256	40285	42129	45481	47325
5	31722	33040	34358	35676	36994	38312	39630	1318	42020	44118	47562	49664
6	33334	34724	36114	37504	38894	40284	41674	1390	44188	46406	49945	52163
7	35167	36611	38055	39499	40943	42387	43831	1444	46447	48750	52366	54665
8	37094	38595	40096	41597	43098	44599	46100	1501	48814	51209	54898	57293
9	39113	40680	42247	43814	45381	46948	48515	1567	51352	53854	57642	60140
10	41280	42926	44572	46218	47864	49510	51156	1646	54133	56755	60644	63263
11	43662	45376	47090	48804	50518	52232	53946	1714	57044	59771	63757	66484
12	46041	47829	49617	51405	53193	54981	56769	1788	60018	62871	66961	69819
13	48729	50598	52467	54336	56205	58074	59943	1869	63317	66291	70486	73460
14	51476	53436	55396	57356	59316	61276	63236	1960	66770	69884	74202	77320
15	54384	56421	58458	60495	62532	64569	66606	2037	70292	73539	77973	81216
16	57398	59528	61658	63788	65918	68048	70178	2130	74030	77424	81978	85370
17	60572	62815	65058	67301	69544	71787	74030	2243	78084	81651	86364	89934
18	63959	66315	68671	71027	73383	75739	78095	2356	82353	86105	90979	94734
19	67393	69851	72309	74767	77225	79683	82141	2458	86592	90509	95521	99439
20	70802	73374	75946	78518	81090	83662	86234	2572	90876	94971	100146	104245
21	74560	77241	79922	82603	85284	87965	90646	2681	95487	99759	105079	109350
22	78490	81327	84164	87001	89838	92675	95512	2837	100636	105151	110687	115205
23	82682	85600	88518	91436	94354	97272	100190	2918	105480	110136	115786	120444
24	87101	90129	93157	96185	99213	102241	105269	3028	110753	115578	121381	126208
25	91904	95061	98218	101375	104532	107689	110846	3157	116561	121592	127569	132601

COUNCIL 82 SALARY SCHEDULE

Effective Institution Lag March 25, 2021

Effective Administration Lag April 1, 2021

SG	Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step	25 Yr. Long Step
1	29767	30902	32037	33172	34307	35442	36577	1135	38274	39971	43259	44955
2	30754	31952	33150	34348	35546	36744	37942	1198	39733	41527	44913	46711
3	32136	33385	34634	35883	37132	38381	39630	1249	41496	43367	46830	48704
4	33459	34774	36089	37404	38719	40034	41349	1315	43321	45290	48852	50820
5	34917	36302	37687	39072	40457	41842	43227	1385	45293	47365	51028	53100
6	36607	38062	39517	40972	42427	43882	45337	1455	47521	49700	53478	55660
7	38528	40045	41562	43079	44596	46113	47630	1517	49892	52160	56021	58291
8	40548	42122	43696	45270	46844	48418	49992	1574	52345	54707	58650	61011
9	42665	44306	45947	47588	49229	50870	52511	1641	54976	57438	61495	63960
10	44934	46661	48388	50115	51842	53569	55296	1727	57876	60456	64628	67214
11	47434	49230	51026	52822	54618	56414	58210	1796	60894	63584	67864	70553
12	49924	51798	53672	55546	57420	59294	61168	1874	63981	66798	71200	74013
13	52744	54704	56664	58624	60584	62544	64504	1960	67424	70353	74877	77808
14	55622	57674	59726	61778	63830	65882	67934	2052	71001	74075	78734	81807
15	58670	60806	62942	65078	67214	69350	71486	2136	74679	77880	82665	85863
16	61829	64059	66289	68519	70749	72979	75209	2230	78551	81895	86825	90166
17	65151	67500	69849	72198	74547	76896	79245	2349	82764	86279	91388	94905
18	68703	71170	73637	76104	78571	81038	83505	2467	87197	90899	96185	99885
19	72304	74883	77462	80041	82620	85199	87778	2579	91624	95483	100933	104793
20	75879	78572	81265	83958	86651	89344	92037	2693	96068	100107	105736	109776
21	79812	82619	85426	88233	91040	93847	96654	2807	100863	105070	110872	115082
22	83933	86907	89881	92855	95829	98803	101777	2974	106231	110684	116725	121178
23	88327	91386	94445	97504	100563	103622	106681	3059	111267	115856	122031	126619
24	92959	96132	99305	102478	105651	108824	111997	3173	116746	121502	127851	132604
25	97992	101302	104612	107922	111232	114542	117852	3310	122811	127764	134317	139274

COUNCIL 82 SALARY SCHEDULE

Effective Institution Lag October 7, 2021

Effective Administration Lag September 30, 2021

SG	Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step	25 Yr. Long Step
1	29767	30902	32037	33172	34307	35442	36577	1135	38274	39971	43259	45455
2	30754	31952	33150	34348	35546	36744	37942	1198	39733	41527	44913	47211
3	32136	33385	34634	35883	37132	38381	39630	1249	41496	43367	46830	49204
4	33459	34774	36089	37404	38719	40034	41349	1315	43321	45290	48852	51320
5	34917	36302	37687	39072	40457	41842	43227	1385	45293	47365	51028	53600
6	36607	38062	39517	40972	42427	43882	45337	1455	47521	49700	53478	56160
7	38528	40045	41562	43079	44596	46113	47630	1517	49892	52160	56021	58791
8	40548	42122	43696	45270	46844	48418	49992	1574	52345	54707	58650	61511
9	42665	44306	45947	47588	49229	50870	52511	1641	54976	57438	61495	64460
10	44934	46661	48388	50115	51842	53569	55296	1727	57876	60456	64628	67714
11	47434	49230	51026	52822	54618	56414	58210	1796	60894	63584	67864	71053
12	49924	51798	53672	55546	57420	59294	61168	1874	63981	66798	71200	74513
13	52744	54704	56664	58624	60584	62544	64504	1960	67424	70353	74877	78308
14	55622	57674	59726	61778	63830	65882	67934	2052	71001	74075	78734	82307
15	58670	60806	62942	65078	67214	69350	71486	2136	74679	77880	82665	86363
16	61829	64059	66289	68519	70749	72979	75209	2230	78551	81895	86825	90666
17	65151	67500	69849	72198	74547	76896	79245	2349	82764	86279	91388	95405
18	68703	71170	73637	76104	78571	81038	83505	2467	87197	90899	96185	100385
19	72304	74883	77462	80041	82620	85199	87778	2579	91624	95483	100933	105293
20	75879	78572	81265	83958	86651	89344	92037	2693	96068	100107	105736	110276
21	79812	82619	85426	88233	91040	93847	96654	2807	100863	105070	110872	115582
22	83933	86907	89881	92855	95829	98803	101777	2974	106231	110684	116725	121678
23	88327	91386	94445	97504	100563	103622	106681	3059	111267	115856	122031	127119
24	92959	96132	99305	102478	105651	108824	111997	3173	116746	121502	127851	133104
25	97992	101302	104612	107922	111232	114542	117852	3310	122811	127764	134317	139774

COUNCIL 82 SALARY SCHEDULE

Effective Institution Lag April 7, 2022

Effective Administration Lag March 31, 2022

SG	Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step	25 Yr. Long Step
1	30362	31520	32678	33836	34994	36152	37310	1158	39039	40770	44124	46364
2	31369	32591	33813	35035	36257	37479	38701	1222	40528	42358	45811	48155
3	32779	34053	35327	36601	37875	39149	40423	1274	42326	44234	47767	50188
4	34128	35469	36810	38151	39492	40833	42174	1341	44187	46196	49829	52346
5	35615	37028	38441	39854	41267	42680	44093	1413	46199	48312	52049	54672
6	37339	38823	40307	41791	43275	44759	46243	1484	48471	50694	54548	57283
7	39299	40846	42393	43940	45487	47034	48581	1547	50890	53203	57141	59967
8	41359	42965	44571	46177	47783	49389	50995	1606	53392	55801	59823	62741
9	43518	45192	46866	48540	50214	51888	53562	1674	56076	58587	62725	65749
10	45833	47595	49357	51119	52881	54643	56405	1762	59034	61665	65921	69068
11	48383	50215	52047	53879	55711	57543	59375	1832	62112	64856	69221	72474
12	50922	52834	54746	56658	58570	60482	62394	1912	65261	68134	72624	76003
13	53799	55798	57797	59796	61795	63794	65793	1999	68772	71760	76375	79874
14	56734	58827	60920	63013	65106	67199	69292	2093	72421	75557	80309	83953
15	59843	62022	64201	66380	68559	70738	72917	2179	76173	79438	84318	88090
16	63066	65341	67616	69891	72166	74441	76716	2275	80122	83533	88562	92479
17	66454	68850	71246	73642	76038	78434	80830	2396	84419	88005	93216	97313
18	70077	72593	75109	77625	80141	82657	85173	2516	88941	92717	98109	102393
19	73750	76381	79012	81643	84274	86905	89536	2631	93456	97393	102952	107399
20	77397	80144	82891	85638	88385	91132	93879	2747	97989	102109	107851	112482
21	81408	84271	87134	89997	92860	95723	98586	2863	102880	107171	113089	117894
22	85612	88646	91680	94714	97748	100782	103816	3034	108356	112898	119060	124112
23	90094	93214	96334	99454	102574	105694	108814	3120	113492	118173	124472	129661
24	94818	98055	101292	104529	107766	111003	114240	3237	119081	123932	130408	135766
25	99952	103328	106704	110080	113456	116832	120208	3376	125267	130319	137003	142569

Appendix "B"

The items in this Appendix are reviewable pursuant to Article 7.1(b) of the Security Supervisors Unit Agreement.

Counseling

Counseling is an effort on the part of a supervisor to provide to an employee, positively or negatively, significant feedback regarding on-the-job activity. It is meant to be a positive communications device, clarifying what has occurred and what is expected. Counseling is not disciplinary, having constructive goals, such as assisting in employee development, or teaching or modifying behavior. It involves face-to-face contact, and out of respect for the employee and the process, must be conducted in private. Counseling is a direct technique that should involve two individuals, the supervisor and the subordinate. If the counseling situation warrants that more than one supervisor be present, the employee being counseled must be afforded the opportunity to invite a Union representative who is readily available to attend the counseling session.

Counseling is not viewed as a routine matter. When contemplating the issuance of a follow-up memo, supervisors should consider if that level of formal response is necessary or appropriate. Not all incidents require counseling, not all counseling requires the issuance of a memo. Consideration of this action may be appropriate for discussion with higher levels of supervision and/or the personnel department. If such a memo is issued to an employee, it must accurately describe the discussion and clearly establish expectations for the future. Overall, counseling is viewed as a supportive supervisory means of communicating with employees.

An employee is not required to sign a counseling memo. An employee may be asked to acknowledge receipt of a counseling memo by signing it prior to its placement in his official personal history folder. Such signature does not necessarily indicate agreement with the contents of the memo. The employee has the right to file a response to a counseling memo in his official personal history folder. Grievances arising out of the application of this Appendix shall be processed pursuant to Article 7, paragraph 7.1(b).

Labor/Management Agreements

It is the intention of the State to continue all existing labor/management agreements subject to the provisions of Article 25 of the Agreement and consistent with this Agreement notwithstanding the provisions of Article 31 of the Agreement.

Ronald J. Walsh
President
Council 82 AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

Re: Outside Police Agreement

Dear Mr. Walsh:

When a representative of any outside police or investigative agency other than representatives of the agency or department in which the employee is employed, seeks to interrogate, question or interview an on-duty employee in connection with an investigation, the employee is not under any compulsion or requirement as a condition of his employment to submit to such interrogation conducted at the work site by the representative of such outside police or investigative agency. Management will not seek or attempt to coerce or persuade any employee to submit to such interrogation conducted by the representatives of such outside police or investigative agency.

The provisions hereof are not applicable to interrogations of an employee by representatives of the agency or department in which the employee is employed or by any Commissions or bodies charged by the Mental Hygiene Law with the duty to conduct investigations.

Sincerely,

/s/

Michael N. Volforte
Director

Ronald J. Walsh
President
Council 82 AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

Re: Article 17, Travel

Dear Mr. Walsh:

This is to confirm our discussion during negotiations for a successor agreement to the 1999-2003 Security Supervisors Unit Agreement on certain issues related to Article 17, Travel, as described below:

- (1) Notification of change
In the event of any change in the rate of reimbursement, the Union shall be promptly furnished with a copy of such changes and the changes will also be posted for employee inspection and information.
- (2) Incidentals
Parking, tolls, taxis, and similar expenses shall continue to be reimbursed in accordance with the Comptroller's Rules and Regulations.
- (3) Reimbursement Methods
The changes in Article 17 as they relate to reimbursement for lodging and meal expenses for authorized overnight travel, be they receipted or unreceipted, do not contemplate any change in the current method by which the Comptroller requires employees to compute expenses on travel vouchers. These methods are commonly known as "Method I" for unreceipted travel and "Method 11" for receipted travel.

I believe that the above is reflective of our discussion during these negotiations.

Sincerely,

/s/

Michael N. Volforte
Director

Ronald J. Walsh
President
Council 82 AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

Re: Article 24.3

Dear Mr. Walsh:

This is to confirm our discussions during recent negotiations of the Security Supervisors Unit Agreement.

In the Security Supervisors Unit, all Supervisors job and shift assignment vacancies will be posted as required by Article 24.3 of the Agreement.

Any Supervisor who is senior to the successful bidder is entitled, at his request, or at the request of the Union, to be advised of the reasons that he was not selected for the assignment.

In cases where seniority is not used to award job bids, it is necessary for the administration to document why one employee's ability is greater than another's. This could be done through previous experience, training, etc.

Any complaints regarding failure to make an assignment to other than the senior bidder should be referred by the Union directly to the Director of Labor Relations of the agencies covered under this Agreement for review and response within seven working days. The decision of the Director may be submitted to the grievance procedure at its first step.

Sincerely,

/s/

Michael N. Volforte
Director

Ronald J. Walsh
President
Council 82 AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

Re: Tuberculosis

Dear Mr. Walsh:

The State and Council 82 recognize that in the course of performing their jobs, exposure to tuberculosis (TB) and the possibility of contracting active TB is a major concern for employees and their families.

The State and Council 82 are committed to the ongoing exploration of a range of accommodations in those instances where an employee has contracted active TB. Such accommodations warranting further exploration may include development of reassignments to non-contact positions to limit the exposure of employees as medically necessary and discussion of the concept of redeployment to another State agency of such an employee when continued performance of job duties would place an employee "at risk."

Discussion, consideration and exploration will be undertaken by a Statewide joint labor/management work group under the auspices of Article 22 of the Agreement. The mechanics of how such accommodations might be accomplished, contractual implications, and the process by which suitable alternate placement opportunities might be facilitated will be discussed. The parties will evaluate the legal, fiscal and operational ramifications of such a concept, and consider other supportive measures such as retraining and counseling beyond that which would otherwise be provided on an agency basis. Although the focus of discussions pertain primarily to TB, the parties will discuss other infectious diseases as well.

Of course, proactive agency approaches such as education, the development of protocols, and the availability of proper equipment will remain a priority to help reduce the possibility of exposure.

Sincerely,

/s/

Michael N. Volforte
Director

Ronald Walsh
President
Council 82 AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

Re: Article 11.4

Dear Walsh:

This is to confirm the understanding reached at the most recent round of negotiations regarding the change in effective date from March 31 to April 1 in Article 11.4; specifically given that the language in Article 11 no longer sunsets the performance advance payments, such change in effective date, will not result in any employee being paid a performance advancement payment more than once in a fiscal year.

Sincerely,

/s/

Michael N. Volforte
Director

Ronald J. Walsh
President
Council 82 AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

Re: Use of State Equipment

Dear Mr. Walsh:

An agency, department or facility may enter into labor/management agreements as defined by the Agreement to permit 1) union access to a local electronic bulletin board, where it exists, as described in paragraph A below and/or 2) union use of e-mail for labor/management purposes as described in paragraph B below.

A. A labor/management agreement concerning union access to a local electronic bulletin board may be made for posting of Council 82 notices and bulletins. No 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 related to internal Council 82 elections may be posted on such electronic bulletin board. All bulletins or notices shall be signed by the Council President, Local Union President or their designee on a hard copy of the material provided to management. Any material in violation of the above criteria will be removed promptly by management.

B. A labor/management agreement on the use of an agency's, department's or facility's e-mail system for labor/management purposes may permit use by union representative(s) to communicate:

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

2) with members regarding labor/management agendas and minutes; and/or

3) upon mutual agreement, with management representatives.

Access to the agency's/facility's e-mail and/or an electronic bulletin board will be allowed only where a written labor/management agreement is executed. Council 82 and GOER will agree to model language that the parties must use as the basis for the local labor/management agreements.

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

Sincerely,

/s/

Michael N. Volforte
Director

Ronald J. Walsh
President
Council 82 AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

Re: Suspension Review

Dear Mr. Walsh:

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, C82 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 of the reasons the suspension does or does not meet the contractual standard.
- (3) To request a review, C82 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 C82's request for a review, the employer's representative and C82 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 C82, 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 and 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, after 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.

Sincerely,

/s/

Michael N. Volforte
Director

Ronald J. Walsh
President
Council 82 AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

Re: Grievance "hold" procedure:

Dear Mr. Walsh:

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 wishes 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.

Sincerely,

/s/

Michael N. Volforte
Director

Ronald J. Walsh
President
Council 82 AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

Re: Excessive Use of Force Training and Review:

Dear Mr. Walsh:

The parties agree to form a labor/management committee to provide training in excessive use of force prevention and to review disciplinary cases involving excessive use of force. The Employer will appropriate funds in the amount of \$100,000 for the purpose of training in excessive use of force prevention during the term of this Agreement.

Sincerely,

/s/

Michael N. Volforte
Director

Ronald Walsh
President
Council 82 AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

Re: Inconvenience Pay

Dear Mr. Walsh:

The parties agree to form a labor-management committee that, after ratification of the Agreement, shall meet to study the payment of an procedures involved in the payment of inconvenience pay and implement any agreed upon changes to how and when inconvenience pay is provided.

Sincerely,

/s/

Michael N. Volforte
Director

Ronald J. Walsh
President
Council 82 AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

Re: Article 14.9(h), Joint Committee on Workers' Compensation

Dear Mr. Walsh:

The State and Council 82 agree to continue the standing Joint Committee on Workers' Compensation. The Committee shall consist of an equal number of representatives selected by Council 82 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 the current standard;
- analysis and implementation of an agreed upon pilot PPO as soon as practicable after ratification. Includes addressing implementation issues and make recommendations on geographic location issues. Expansion subject to agreement of parties. PPO minimum participation length shall be 120 days; and
- 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.

Sincerely,

/s/

Michael N. Volforte
Director

Ronald J. Walsh
President
Council 82 AFSCME, AFL-CIO
63 Colvin Avenue Albany, New York 12206

Re: Overtime Denominator

Dear Mr. Walsh:

The parties agree that for overtime earned on or after April 1, 2019, the denominator for the calculation of overtime shall be 2080 rather than 2000. The factor for overtime shall be .00072.

Sincerely,

/s/

Michael N. Volforte
Director

Ronald J. Walsh
President
Council 82 AFSCME, AFL-CIO
63 Colvin Avenue Albany, New York 12206

Re: Article 24.1, Reductions in Force

Dear Mr. Walsh:

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.

Sincerely,

/s/

Michael N. Volforte
Director

Ronald J. Walsh
President
Council 82 AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

Re: Family Benefits/EAP (Articles 13.5(a) and 25.10)

Dear Mr. Walsh:

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.

Sincerely,

/s/

Michael N. Volforte
Director

Ronald J. Walsh
President
Council 82 AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

Re: Reopener

Dear Mr. Walsh:

As was discussed in negotiations for the 2016-2023 Agreement, upon execution and ratification of the Agreement, Council 82 has the right to reopen negotiations, during the term of the Agreement, with respect to the sole issue of general salary increase for fiscal year 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022 and/or 2022-2023, 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 increase for Council 82 members during the term of the Council 82 Agreement and the value of any concessions obtained by the State contained in the collective bargaining agreement used as justification by Council 82 to demand reopening.

Sincerely,

/s/

Michael N. Volforte
Director

Ronald J. Walsh
President
Council 82 AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

Re: Justice Center Proceedings

Dear Mr. Walsh:

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.

Sincerely,

/s/

Michael N. Volforte
Director

Ronald J. Walsh
President
Council 82 AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

Re: Paid Family Leave

Dear Mr. Walsh:

The parties agree to continue discussions on Paid Family Leave and work out the details of any agreed upon implementation of Paid Family Leave in a labor-management committee.

Sincerely,

/s/

Michael N. Volforte
Director