

**SECURITY SERVICES UNIT
2016-2023**

**AGREEMENT
BETWEEN
THE STATE OF NEW YORK
AND
NEW YORK STATE CORRECTIONAL OFFICERS AND
POLICE BENEVOLENT ASSOCIATION, INC.**

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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 New York State Correctional Officers and Police Benevolent Association, Inc. (NYSCOPBA), 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 Services 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 his hours, wages or working conditions as the result of the exercise of his 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 his/her Department's Inspector General's Office shall, whenever the nature of the investigation permits, be notified at least 24 hours prior to the interview. Such notification shall include facts sufficient to reasonably inform the employee of the particular nature of the investigation.
- (L) Any employee who was notified that there was an investigation pending against him or her by their Department's Inspector General's Office shall be notified by the Employer of the closure of the investigation within two weeks of the closure of such investigation related to such 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

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

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 Services 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 Services Unit. The term employee or employees shall include seasonal employees as contained in Appendix D of this Agreement.

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 and political affiliation. The parties further agree that the provisions of this Agreement shall be applied equally to all employees in compliance with Executive Order 33¹ as to sexual orientation. 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.

¹ The relevant provision of Executive Order 33 states "...[I]t has been, and it remains, the policy of this State not to discriminate on the basis of sexual orientation in the provision of benefits or services and in the State's capacity as an employer..."

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.

ARTICLE 5
Union Rights

5.1 Bulletin Boards

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

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

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

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

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

5.2 Access to Employees and Meeting Space

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

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

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

Meeting space shall be provided under the following circumstances:

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

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

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

5.3 Employee Organization Leave

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

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

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

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

(e) For the purpose of entering into collective negotiations for a successor agreement to this Agreement, the Employer agrees to grant employee organization leave to a reasonable number of employees for the Union Negotiating Committee with the understanding that there shall be no more than one Union committee member from

any one facility or region eligible to receive such leave for this purpose, except that this restriction shall not apply to Chairs of Standing Committees. The Union shall provide the State with a list of names and work locations of all such committee members prior to the commencement of any such negotiations.

(f) Employee organization leave shall be release time without charge to leave credits accrued by individual employees. Such release time shall be granted subject to the provision that the resulting absence from work will not interfere with the proper conduct of governmental functions. Employee organization leave provided pursuant to paragraph 5.3(a) of this Article is not required to be granted unless the Union provides the Director of the Governor's Office of Employee Relations or his designee with 14 days advance notice of the purpose and date for which such leave is requested and the names and work stations of the employees for whom such leave is requested.

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

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

(i) The Union shall supply (and keep current) to the Director of the Governor's Office of Employee Relations 30 days after the execution of this Agreement and

quarterly thereafter a list of Union officers, executive board members, grievance representatives, members of policy committees and other employees eligible for leave under this Agreement together with the official work stations, departments and agencies of such employees. All such leave shall be used only for appropriate purposes, consistent with past practice, and only as specifically requested by the Union and granted by the State.

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

5.4 Unchallenged Representation

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

5.5 Agency Shop

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

5.6 Membership Packets

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

5.7 Union Leave

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

5.8 Exclusivity

The Employer will not meet or confer with any other employee organization or affiliate thereof with reference to terms and conditions of employment of employees. If such organizations request meetings, they will be advised by the Employer to transmit

their requests concerning terms and conditions of employment to the Union and arrangements will be made by the Union to fulfill its obligation as a collective negotiating agent to represent these employees and groups of employees.

ARTICLE 6

Management Rights

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 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 or regional head, shall each designate a regular representative, who shall meet with the Union and the grievant during the employee's regular work shift within ten days of receipt of the grievance and shall render a decision in writing within ten days from the day of such meeting.

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

appeals and decisions at this Step shall be made by personal service or by registered or certified mail.

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

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

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

either party may refer them to the conference phase of the Alternate Dispute Resolution Process where applicable.

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

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

(b) Alternate Dispute Resolution Process (ADR)

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

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

(3) Resolution Conference

Within 30 days after the demand for arbitration, the parties shall meet with the master arbitrator who shall attempt to have the parties reach a settlement and

narrow the issue(s) for hearing, including stipulating to facts, relevant documents and exhibits. The grievant may be permitted to participate in the conference by telephone.

(4) Expedited Arbitration

After the resolution conference, either party may require a hearing before the master arbitrator on an expedited basis. Grievance hearings shall, absent extraordinary circumstances, be limited to one day.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 four days per month at a mutually agreed upon site in Albany to conduct the resolution conferences and/or expedited arbitrations.

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

(7) The master arbitrator's decision and award is to be rendered within seven (7) days of the completion of the hearing and shall include only a finding or findings and remedy, as appropriate, on a form provided by the parties. The master arbitrator shall have the authority to issue bench decisions when appropriate.

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

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.

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

(c) Full Arbitration

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

(2) The parties shall mutually select an arbitrator. If the parties are unable to agree, the matter will be referred to the Public Employment Relations Board for selection.

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

(3) Miscellaneous Provisions

Neither the master arbitrator nor arbitrator shall have any power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine the decision solely to the application and interpretation of the Agreement.

All fees and expenses of the arbitration shall be divided equally between the parties except that each party shall bear the cost of preparing and presenting its own case. Cost for the cancellation of a hearing date shall be borne by the party seeking cancellation.

7.3 Representation

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

On the Union's prior written request at least 48 hours in advance, the Employer will make every effort to reschedule shift assignments so that meetings fall during working hours of Union representatives.

The Union shall furnish the Employer with a list of all employee representatives, Union Vice Presidents and Union staff authorized to represent the Union in the grievance process pursuant to this Article 60 days from the date of execution of the Agreement.

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

7.4 General Provisions

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

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

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

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

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

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

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

(b) The Union grievance representative at the appropriate level shall be sent a copy of the notice of discipline within 24 hours of the service of a notice of discipline

upon the employee. A copy of the notice of discipline will also be sent to the President of the Union.

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

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

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

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

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

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

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

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

(j) In the event that any employee against whom disciplinary charges are brought by the Employer elects to be represented by any party other than the Union,

such employee shall be individually responsible for all expenses which are incurred in connection with such disciplinary proceeding. No employee can be represented in such a disciplinary proceeding by any officer, executive board member, delegate, representative or employee of any actual or claimed employee organization or affiliate thereof other than NYSCOPBA.

8.3 Settlement

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

8.4 Suspension Before Notice of Discipline

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

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

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

(7) For only those suspensions without pay under Article 8.4(a)(1) that are not cases subject to Article 8.9 or cases under Article 8.4(a)(2) where the employee is

charged with the commission of a crime, the review process established by the Suspension Review side letter on page 174 may be invoked by the Union.

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

(c) **Back Pay Award**

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

8.5 Union Representation

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

8.6 Limitation

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

8.7 Other Actions

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

8.8 Expedited Discipline Procedure

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

(b) As soon as possible after the effective date of this agreement, the parties shall select arbitrators to serve on the expedited arbitration panel. This Panel will be administered by the New York State Public Employment Relations Board or other mutually agreed upon administrator. The Panel shall be administered pursuant to criteria to be developed by the parties which shall include specific guidelines to the arbitrators on the authority to grant or deny extensions of time frames over the objection of a party to the dispute. The initial arbitrator selection will occur by rotation. If an arbitrator on the panel does not have an available hearing date within the time frames specified by this procedure, the next arbitrator on the panel with an available date will be selected in accordance with the criteria developed by the parties.

(c) All disciplinary grievances involving the suspension without pay of an employee pursuant to Article 8.4 may be submitted by the employee or the Union to

expedited arbitration. The Department will not regularly nor unreasonably deny the submission to expedited arbitration. Except as expressly altered by this Section, the substantive and procedural provisions of Article 8 remain in effect.

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

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

(f) The department or agency head or designee shall, within 15 business days of receipt of the notice of expedited arbitration, provide to the employee's representative a list of witnesses the Employer might call on its direct case at the hearing, copies of any written statements in the possession of the Employer made by those witnesses, copies of any written statement in the Employer's possession made by the grievant, copies of any other documents the Employer intends to introduce at the hearing. If the Employer might introduce such documents at the hearing, the Employer shall also provide a copy

of the grievant's performance evaluations and copies of his or her prior disciplinary charges, awards or settlements. If the hearing is scheduled within 15 business days of the receipt of notice of expedited arbitration, the department or agency head or designees shall have one-half the number of days between the receipt of notice and the hearing date to provide the information. If this results in a number involving a part of a day the number shall be rounded up. After the information is provided, to the extent that the Employer determines that additional witnesses will be called or that additional documents will be produced, the Employer will provide this information to the employee's representative at least two business days before the hearing unless such witnesses or documents are not known at the time.

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

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

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

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

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

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

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

8.9 Tri-Partite Discipline Process

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

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

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

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

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

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

(d) If a tripartite arbitration panel, following a completed arbitration hearing, finds that an employee is guilty of charges under subsections (a)(2) or (a)(3) above, the

penalty for said misconduct shall be termination from employment and loss of accumulated vacation credits.

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

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

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

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 Governor's 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 his opinion to the Director of the Governor's 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 Governor's Office of Employee Relations, or his 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 Governor's 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 15 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 his department, agency or institution, have an opportunity to review his 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 his job. Copies of such memoranda or documents shall be sent to such employee simultaneously with their being placed in his official personal history folder.

10.3 An employee may, at any time, request and be provided copies of all documents and notations in his official personal history folder of which 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 (1) 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 72 hours prior to the requested access provided, however, a validly issued subpoena may still be satisfied by the Employer. Notwithstanding anything to the contrary, the Employer may respond to a matter in pending litigation without giving an employee 72 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 in 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 as indicated by the phrase (Interest Arbitration ineligible employees). Other terms apply only to employees eligible for Interest Arbitration pursuant to Civil Service Law 209(4) on the date of execution of this Agreement as indicated by the phrase (Interest Arbitration eligible employees). Where neither phrase is used, the terms of the article apply to all eligible unit employees.

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.*

(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.*

(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.*

(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.*

(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.*

(f) Salary Increase for Fiscal Year 2021-2022

Effective April 1, 2021, the basic annual salary of Interest Arbitration eligible employees in full-time annual salaried employment status on March 31, 2021, will be increased by 2 percent.* Effective April 1, 2021, the basic annual salary of Interest Arbitration ineligible employees in full-time annual salaried employment status on March 31, 2021, will be established pursuant to the fiscal year 2021-2022 salary schedule in Appendix A-1.

(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.*

(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.

For a Promotion of	An Increase of
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 as set out in the salary schedule in Appendix A-1 (Interest Arbitration ineligible employees) and Appendix A-2 (Interest Arbitration eligible

employees) will be provided to eligible 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 Unit, Agency Police Services Unit 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) 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.

(c) 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.

(d) 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 his potential for movement to the job rate of the new grade, after which determination the appropriate longevity payments will be restored.

(e) 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) Location Adjustment

(1) Interest Arbitration Ineligible employees. 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.

The Downstate Adjustment and the Mid-Hudson Adjustment will be as follows:

	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. 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.

The Downstate Adjustment and the Mid-Hudson Adjustment will be as follows:

	Orange, Putnam Dutchess	NYC, Rockland, Nassau, Suffolk Westchester
April 1, 2016*	\$1,280	\$3,438
April 1, 2017*	\$1,280	\$3,438
April 1, 2018*	\$1,280	\$3,438
April 1, 2019*	\$1,280	\$3,438
April 1, 2020*	\$1,306	\$3,507
April 1, 2021*	\$1,332	\$3,577
April 1, 2022*	\$1,359	\$3,649

(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 of this unit who are full-time annual salaried employees, the present inconvenience pay program shall be increased to \$602 per year to employees who work four (4) 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.

(2) (i) Effective April 1, 2009, Interest Arbitration eligible employees in this unit who 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. Effective April 1, 2014 that amount shall be increased to \$983. Effective April 1, 2015 that amount shall be increased to \$1,003.

(ii) Effective April 1, 2009, Interest Arbitration eligible employees in this unit who 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. Effective April 1, 2014 that amount shall be increased to \$1,966. Effective April 1, 2015 that amount shall be increased to \$2,006.

11.8 Pre-Shift Briefings

(a) For Interest Arbitration ineligible employees only, 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 \$1,560 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 his 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.

(b) For Interest Arbitration eligible employees only, effective April 1, 2010, 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, are full time annual salaried employees, shall be paid at least \$2,080 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.

11.9 Facility Security Pay (Interest Arbitration ineligible employees)

The Employer shall continue to provide Facility Security pay in the amount of \$750 per year. Such payments shall not be added to base salary but shall be made biweekly.

11.10 Expanded Duty Pay (Interest Arbitration eligible employees)

Effective April 1, 2009, 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, shall continue to be paid an expanded duty payment in the amount of \$1,500 per year. This amount shall be increased to \$2,600 effective March 31, 2011. These payments will be equally divided over the 26 payroll periods in that fiscal year and shall count as compensation for overtime and retirement purposes.

11.11 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.

12.2 Eligibility

(a) A permanent full-time employee who loses employment as a result of the abolition of a position shall continue to be covered under the State Health Insurance Plan for one year following such layoff or until re-employment by the State or employment by another Employer, in a benefits eligible position, whichever occurs first. The premium contribution required of preferred list eligibles for such continuation shall be the same as the premium contribution required of an active employee.

(b) Covered dependents of employees who are activated for military duty as a result of an action declared by the President of the United States or Congress shall continue health insurance coverage with no employee contribution for a period not to exceed 12 months from the date of activation, less any period the employee remains in full pay status. Contribution free health insurance coverage will end at such time as the employee's active duty is terminated, 12 months have expired, or the employee returns to State employment whichever occurs first.

(c) Covered dependent students shall be provided with dental and vision benefits including a three-month extended benefit period upon completion of each semester of

study. The benefit extension will begin on the first day of the month following the month in which dependent student coverage would otherwise end, and will last for three months, or until such time as eligibility would otherwise be lost under existing plan rules. Pursuant to the 2010 Federal Patient Protection and Affordable Care Act, dependents up to age 26 shall be eligible for health insurance, including prescription drug benefits.

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

(e) Effective April 1, 2010 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.

12.3 Benefits Management Program

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

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

- (1) 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.
- (2) Precertification will be required prior to an admission to a Skilled Nursing Facility (SNF). Effective June 1, 2019, admission to a SNF shall be covered up to 120 days of medically necessary care. Each day in a SNF counts as one-half benefit day of care.
- (3) The hospital deductible amount imposed for noncompliance with pre-certification requirements will be \$200. This deductible will be fully waived in instances where the medical record indicates that the patient was unable to make the call. In instances of non-compliance, a retroactive review of the necessity of services received shall be performed.
- (4) 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.

(b) The Prospective Procedure Review Program (PPR)

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. 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.

- (1) Effective April 1, 2010 a more managed approach to radiological procedures will be implemented. 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.
- (2) The current PPR notification requirement for MRIs will expand to include CAT and PET scans, nuclear medicine and MRAs performed at the outpatient department of a hospital, a participating provider office or a free-standing facility.
- (3) 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.
- (4) Current co-insurance levels will apply for failure to comply with the requirements of the Prospective Procedure Review Program.

12.4 Hospital Services

(a) Network Services

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

- (1) The Hospital carrier will establish a network of hospitals (acute care/general hospitals, skilled nursing facilities and hospices) throughout the United States.
- (2) Any hospital that does not enter into a participating agreement with the hospital carrier shall be considered a non-network facility.

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

(b) Non-Network Services

Services received at a non-network hospital shall 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, and/or care received outside of the US.

(c) Inpatient Services

Covered inpatient services received at a network hospital will be paid-in-full. Covered inpatient services received at a non-network hospital will be reimbursed at 90 percent of charges. Covered expenses for hospital services shall be included in the combined coinsurance maximum reflected in Section 12.5 (d)(4) of this Agreement. The copayment for all pre-admission testing/pre-surgical testing prior to an inpatient admission will be waived.

(d) Outpatient Services

(1) Effective October 1, 2012, coverage for services provided in the outpatient department of a hospital includes services provided in a remote location of the hospital (hospital owned and operated extension clinics).

- (2) Outpatient services provided in such remote location of the hospital are subject to the outpatient hospital copayment. Covered outpatient services (outpatient lab, x-ray, etc. and emergency room) received at a network hospital will be subject to the appropriate copayment.
- (3) The 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.
- (4) Covered outpatient services received at a non-network hospital will be reimbursed at 90 percent of charges or a \$75 copayment whichever is greater. The non-network outpatient coinsurance shall be applied toward the annual coinsurance maximum.
- (5) Covered outpatient services under the hospital contract are subject to a \$40 copayment per outpatient visit. Effective June 1, 2019, coverage for outpatient services, including urgent care centers under the hospital contract, shall be \$50.
- (6) Hospital outpatient surgery is subject to a \$60 copayment. Effective June 1, 2019, the hospital outpatient surgery copayment shall be \$95.
- (7) The copayment for emergency room services is \$70. Effective June 1, 2019, the copayment for emergency room services shall be \$100.
- (8) The Emergency room copayment will be waived for persons admitted to the hospital as an inpatient.

12.5 Medical Services

(a) Network Benefits

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

- (1) The copayment for participating provider office visits, including physical therapy and specialty visits, is \$20. Effective June 1, 2019, the copayment shall be \$25.
- (2) The copayment for participating provider office surgery is \$20. Effective June 1, 2019, the copayment for participating provider office surgery shall be \$25.
- (3) The copayment for participating provider radiology is \$20. Effective June 1, 2019, the copayment for participating provider radiology services shall be \$25.
- (4) The copayment for participating provider laboratory services is \$20. Effective June 1, 2019, the copayment for participating provider laboratory services shall be \$25.
- (5) Effective June 1, 2019, the copayment for all covered urgent care centers participating with the medical carrier shall be \$30.
- (6) All covered services provided at a participating ambulatory surgical center are subject to a \$30 copayment by the enrollee. Effective June 1, 2019 the copayment for services provided at a participating

ambulatory surgical center shall be \$50. All anesthesiology, radiology and laboratory tests performed on-site on the day of surgery shall be included in this single copayment.

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

(8) Covered charges for medically appropriate local professional ambulance transportation shall be a covered major medical expense subject only to a \$35 copayment. Effective June 1, 2019, the copayment shall be \$70.

(9) 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. Volunteer ambulance transportation donation amounts are not subject to deductible or coinsurance.

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

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

(c) The Empire Plan participating provider schedule of allowances and the basic medical reasonable and customary levels shall be no less than the levels in effect on March 31, 1995.

(d) Basic Medical Services

Covered expenses for basic medical services, mental health and/or substance abuse treatments and home care advocacy services shall be included in determining the basic medical component deductible. Covered expenses for physical medicine services are excluded in determining the basic medical component deductible.

(1) 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.

(2) The Basic Medical component annual deductible is \$1,000 per enrollee, \$1,000 per enrolled spouse/domestic partner, and \$1,000 per all enrolled dependent children combined. The Basic Medical component annual deductible for employees in a title Salary Grade 6 or below, or an employee equated to a position title Salary Grade 6 or below, is \$500 per enrollee, \$500 per enrolled spouse/domestic partner, and \$500 per all enrolled dependent children combined. Effective June 1, 2019, the annual Basic Medical component deductible shall be \$1,250 per the enrollee, \$1,250 per enrolled spouse/domestic partner, and \$1,250 per all enrolled dependent children combined. Effective June 1, 2019, the Basic Medical

component annual deductible for employees in a title Salary Grade 6 or below, or an employee equated to a position titled Salary Grade 6 or below, shall be \$625 per enrollee, \$625 per enrolled spouse/domestic partner, and \$625 per all enrolled dependent children combined.

(3) The combined annual coinsurance maximum is \$3,000 per enrollee, \$3,000 for the enrolled spouse/domestic partner, and \$3,000 for all enrolled dependent children combined. For employees in a title Salary Grade 6 or below, or an employee equated to a title position Salary Grade 6 or below, the combined annual coinsurance maximum is \$1,500 per enrollee, \$1,500 per enrolled spouse/domestic partner, and \$1,500 per all enrolled dependent children combined. Effective June 1, 2019, combined annual coinsurance maximum shall be \$3,750 per enrollee, \$3,750 per enrolled spouse/domestic partner, and \$3,750 per all enrolled dependent children combined. For employees in a title Salary Grade 6 or below, or an employee equated to a title position Salary Grade 6 or below, the combined annual coinsurance maximum shall be \$1,875 per enrollee, \$1,875 per enrolled spouse/domestic partner, and \$1,875 per all enrolled dependent children combined.

(4) Coinsurance amounts incurred under the Basic Medical, Hospital and Mental Health and Substance Abuse (MHSA) Programs are applied to the combined annual coinsurance maximum. Copayments for participating provider and network MHSA practitioner services also count toward the combined annual

(5) Covered expenses for home care advocacy services and physical medicine services are excluded in determining the maximum annual coinsurance limit.

(e) Effective October 1, 2011, 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.

(f) Effective October 1, 2012, licensed and certified nurse practitioners and convenience care clinics shall be available as participating providers in the Empire Plan subject to the applicable participating provider copayment.

(g) Managed Physical Medicine Program

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, occupational therapy, and chiropractic treatments as follows:

- (1) Authorized network care shall be available, subject only to the Plan's participating provider office visit copayments.
- (2) Non-network medically necessary care, at enrollee choice, will also be available subject to an annual deductible of \$250 per enrollee, \$250 per enrolled spouse/domestic partner, and/or \$250 per all enrolled dependent children combined, up to a maximum payment of 50 percent of the network allowance. The amount applied toward satisfaction of the deductible will be the amount you actually paid for medically necessary services covered under the Managed Physical

Medicine Program or the MPN network allowance for such services, whichever is less.

- (3) Deductible/coinsurance payments will not be applicable to the Plan's annual basic medical deductible/coinsurance maximums.

12.6 Empire Plan Enhancements

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

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

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

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

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

(e) 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 shall be excluded from the office visit copayment.

(f) 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 shall be subject to a single copayment.

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

(h) The Home Care Advocacy Program (HCAP), shall 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.

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

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

(2) 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 shall be subject to the following provisions:

- Where nursing services are rendered, the first 48 hours of nursing care shall not be a covered expense.

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

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

(j) 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.

(k) 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.

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

- (1) Access to designated "Centers of Excellence" including a travel benefit. Effective April 1, 2010 the travel allowance for the Centers of Excellence Programs shall be modified to reimburse meals and lodging at the Federal Government rate.
- (2) Treatment of "couples" as long as both partners are covered either as enrollee or dependent under the Empire Plan
- (3) The lifetime coverage limit per individual is \$50,000
- (4) Prior authorization required for certain procedures

(m) 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.

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

- (1) Benefits are available for one single/double mastectomy prosthesis in a calendar year.

(2) 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 shall be available for the most cost-effective alternative.

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

(1) Effective October 1, 2011, no copayment shall be required for the following list of immunizations: Influenza, Pneumococcal Pneumonia, Measles, Mumps, Rubella, Varicella, Human Papilloma Virus (HPV), Meningococcal Meningitis, Tetanus, Diphtheria, Pertusis (Td/Tdap), Hepatitis A, Hepatitis B, and shall be subject to protocols developed by the medical program insurer. The Herpes Zoster (Shingles) vaccine for patients under age 60 will be subject to copayment. Effective April 1, 2018, age limits and copayments for the Herpes Zoster (Shingles) vaccine will be covered according to The Empire Plan Certificate.

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

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

allowance for transportation and lodging shall be included as part of the Centers of Excellence program.

(2) The Empire Plan Centers of Excellence Programs includes Cancer Resource Services. The Cancer Resource Program shall 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
- Paid-in-full reimbursement for all services provided at a Cancer Resource Services network facility when the care is pre-certified

(3) Effective April 1, 2010 the travel allowance for the Centers of Excellence Programs shall be modified to reimburse meals and lodging at the Federal Government rate.

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

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

(2) For prostheses or orthotics obtained other than through an approved prosthetic/orthotic network provider, reimbursement shall be made

under the basic medical component of the Empire Plan, subject to deductible and coinsurance.

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

(r) A Basic Medical Provider Discount Program is available through the basic medical component of the Empire Plan.

- (1) Empire Plan enrollees will have access to an expanded network of providers through an additional provider network
- (2) Basic Medical provisions will apply to the providers in the expanded network option (deductible and 20 percent coinsurance)
- (3) Payment shall be made by the Plan directly to the discount providers, no balance billing of discounted rate shall be permitted
- (4) This program is offered as a pilot program and will terminate on December 31, 2012, unless extended by agreement of both parties.

(s) Effective January 1, 2010, an annual diabetic shoe benefit shall be available through the Home Care Advocacy Program under the medical carrier.

- (1) Network coverage benefits are paid at 100% with no out-of-pocket cost up to a \$500 annual maximum.
- (2) Non-network coverage for diabetic shoes obtained other than through the Home Care Advocacy Program, shall be reimbursed under the

basic medical component of the Empire Plan, subject to deductible and the remainder paid at 75% of the network allowance, up to a maximum annual allowance of \$500.

(t) Effective January 1, 2010 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.

(u) Effective April 1, 2010 the Empire Plan medical carrier shall contract with Diabetes Education Centers accredited by the American Diabetes Education Recognition Program.

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

(1) Effective January 1, 2010 a disease management program for chronic kidney disease shall be implemented under the Empire Plan Medical component.

12.7 Prescription Drug Services

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

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

(c) Mandatory generic substitution shall be required for all brand-name multisource prescription drugs (a brand-name drug with a generic equivalent) covered

by the Prescription Drug Program. To appeal this requirement, a physician must provide sufficient medical justification of the need for a brand-name drug where a generic equivalent is available. The Program administrator will review the physician's request and rule on the appropriateness of a waiver of the mandatory generic substitution.

- (1) Effective April 1, 2010, Level One shall be reserved for Generic Drugs, and may include brand name medications that are determined by the Prescription Drug Insurer/Administrator to be a "best value." Generic drugs, that are determined not to add value to the Plan or the enrollee, may be placed in Level 2 or Level 3.
- (2) The copayment for any brand name drug placed in Level 1 shall be the same as the Level One copayment, similarly, any generic drug placed in Levels 2 or 3 will have the same copayment as brand name drugs in that level.
- (3) When a brand-name prescription drug is dispensed and an FDA-approved generic equivalent is available, the member shall be responsible for the difference in cost between the generic drug and the brand-name drug, plus the non-preferred brand level three copayment; not to exceed the cost of the drug.
- (4) A third level of prescription drugs and prescription copayments was created to differentiate between preferred brand-name and non-preferred brand-name drugs.

(d) Copayments

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective January 1, 2019, the “new to you” provision shall be eliminated.

(f) Specialty Medication Component

(1) Effective April 1, 2010, the Empire Plan Specialty Drug Program was implemented. The Program shall consist of a network of one or more Specialty Pharmacies. For purposes of this Program, Specialty Drugs that are eligible for inclusion are defined as:

- “orphan drugs”
- drugs requiring special handling, special administration and/or intensive patient monitoring/testing

- biotech drugs developed from human cell proteins and DNA, targeted to treat disease at the cellular level, or
 - other drugs identified by the Program as used to treat patients with chronic or life-threatening diseases
- (2) Enrollees currently using, and physicians currently prescribing drugs that shall be included in the Specialty Program shall be notified in writing at least 30 days in advance of the implementation date.
- (3) Following implementation, enrollees may fill no less than one prescription for a drug included in the Specialty Program at a Non-Specialty Network pharmacy, except for those drugs identified as being used for short-term therapy for which a delay in starting therapy would not affect clinical outcome.
- (4) Enrollees initially filling a prescription for a Specialty Drug at a Non-Specialty Network pharmacy shall be contacted by the Program and advised that they must obtain all refills after the allowed fill(s) through the Specialty Drug Program. Thereafter, any additional claims for the same drug will be blocked at Non-Specialty Network pharmacies.
- (5) Beyond the initial fill(s) described in (f)(3) above, enrollees must contact the Specialty Referral Line, accessible through the NYSHIP toll-free telephone line, prior to obtaining a drug included in the Specialty Program, in order to receive the maximum available benefit. Enrollee calls will be transferred directly to the participating specialty pharmacy that has agreed to provide the drug in question. Once an

enrollee contacts the Specialty Referral Line, subsequent fills and refills for the same drug should be requested directly from the Specialty Pharmacy.

- (6) Any and all prescription(s), initial or refill, beyond those provided for in section (d), for designated Specialty Drugs shall be limited to a 30-day supply, unless otherwise agreed to by the State and the Program administrator.
- (7) All Specialty Pharmacies that are participating in the Specialty Drug Program will provide enrollees with 24/7/365 access to a pharmacist.
- (8) Drugs meeting the above definition of a “Specialty Drug” will be excluded from coverage under the “standard” Empire Plan Prescription Drug benefit and will be provided through the Empire Plan Specialty Drug Program.
- (9) Drugs meeting the above definition of a “Specialty Drug” that are not included in the Empire Plan Specialty Drug benefit will continue to be covered under the “standard” Empire Plan Prescription Drug Program.
- (10) Drugs included in the Specialty Drug Program shall be assigned to levels and subject to the same copayments as drugs covered under the “standard” Empire Plan Prescription Drug benefit.
- (11) Other than the accommodation described in (f)(3) above, drugs included in the Specialty Program that are purchased without contacting the Specialty Referral Line shall be treated as a subscriber submitted claims and shall be reimbursed in the same manner as

subscriber submitted claims under the Empire Plan Prescription Drug Program: the enrollee shall be reimbursed the lesser of the pharmacy charge or the amount the Program would have paid through the Specialty Drug Program less the appropriate copayment.

12.8 Mental Health and Substance Abuse Treatment

(a) 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 abuse care providers.

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

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

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

(b) Medically necessary care for Alcohol and Other Substance Abuse Coverage, including hospitalization or alcohol/substance abuse facilities, that is provided by or arranged through the network, shall be paid in full.

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

(c) Benefit Maximums

Effective January 1, 2010 medically necessary inpatient alcohol and substance abuse treatment shall be unlimited.

(d) Non-network benefits for Mental Health Coverage

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

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

(e) Substance Abuse: Medically necessary inpatient alcohol and substance abuse treatment shall be unlimited effective January 1, 2010.

- (1) Coincident with the increase in the Basic Medical deductible and coinsurance, the substance abuse deductible and coinsurance will increase accordingly effective January 1, 2010.
- (2) Effective January 1, 2010 the methodology for calculating non-network inpatient and outpatient reimbursement shall be the same as the methodology for non-network hospital and medical services.
- (3) Expenses applied against the deductible and coinsurance levels indicated above will not apply against any deductible or coinsurance

maximums under the basic medical portion of the Plan. Effective January 1, 2012, covered expenses for non-network mental health and substance abuse treatment shall be included in the combined deductible and combined coinsurance maximum.

(f) Under the Mental Health and Substance Abuse Program, a disease management program for depression is available.

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

12.9 NYSHIP Health Benefit Enhancements

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

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

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

(c) Option Transfer

Eligible employees in the State Health Insurance Plan may elect to participate in a federally qualified or State certified Health Maintenance Organization (HMO) which has been approved to participate in the State Health Insurance Program by the Joint Committee on Health and Dental Benefits. Employees may change their health insurance option each year throughout the month of November unless another period is mutually agreed upon by the State and the Joint Committee on Health and Dental

Benefits. If the rate renewals are not available by the time of the option transfer period, then the option transfer period shall be extended to assure ample time for employees to transfer.

(d) Opt-Out

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

- (1) Enrollees who choose to opt-out of NYSHIP coverage will receive an annual payment of \$1,000 for opting out of individual coverage or \$3,000 for opting out of family coverage. The opt-out program will allow for re-entry to NYSHIP during the calendar year subject to a Federally Qualifying Event and during the annual option transfer period.
- (2) The enrollee must be enrolled in NYSHIP prior to April 1st of the previous plan year in order to be eligible to opt out, unless newly eligible to enroll. The opt-out payment shall be pro-rated over the twenty-six (26) payroll cycles and appear as a credit to the employee's wages for each bi-weekly payroll period the eligible individual is qualified.
- (3) For the 2012 plan year, NYSCOPBA members shall be permitted to opt out of coverage under the State health plans subsequent to ratification, and shall be entitled to a pro-rata share of the annual payment for the remaining portion of the program year.

(e) Deferred Health Insurance in Retirement

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

(f) Sick Leave Credit

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

12.10 Premium Contribution

(a) Effective October 1, 2011, for employees in a title Salary Grade 9 or below (or an employee in a position equated to Salary Grade 9 or below), the State agrees to pay 88 percent of the cost of individual coverage and 73 percent of the cost of dependent coverage for the hospital, medical/surgical, mental health and substance abuse, and prescription drug components under the Empire Plan.

Effective October 1, 2011, for employees in a title Salary Grade 10 and above (or an employee in a position equated to Salary Grade 10 and above) the State agrees to pay 84 percent of the cost of individual coverage and 69 percent of the cost of

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

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

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

12.11 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.

(a) 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.

(b) 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.

(c) 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.

12.12 Dependent Survivor Coverage

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

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

12.13 Medical Flexible Spending Account

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

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

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

12.14 Joint Committees on Health and Dental Benefits

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

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

and \$197,189 for the period of April 1, 2022 to March 31, 2023. In no case will more than 50% of these appropriations be allocated to either the State or NYSCOPBA individually.

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

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

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

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

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

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

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

- (1) HMO Workgroup (participation/efficiency)
- (2) Ambulatory Surgery Center development
- (3) HCAP/ER benefit-review
- (4) The ongoing review of the Managed Physical Medicine Program
- (5) Review of the appropriateness of providing a benefit for autologous blood donations.
- (6) Review the appropriateness of additional chronic copayment waivers
- (7) Work with the dental carrier to increase access to participating dental specialists such as orthodontists.
- (8) Explore the addition of a Lyme Vaccine to the list of injectable adult immunizations should one become available.
- (9) Work with the State to monitor and oversee voluntary disease management programs under the medical component of The Empire Plan. The State and the NYSCOPBA Joint Committee on Health Benefits will explore the possible implementation of additional disease management and/or wellness activities to support enrollees with chronic illnesses and employees seeking to improve their general health and well-being.
- (10) Work with the State to implement and oversee a Healthy Back Disease Management Program.

- (11) Work with the State to monitor and oversee ongoing review of a Medical Flexible Spending Account.
- (12) Work with the State to implement, monitor and oversee a direct debit vehicle utilized under the Medical Flexible Spending Account.
- (13) Work with the State to monitor and oversee the voluntary “Centers of Excellence” program for organ and tissue transplants within the hospital component of the Empire Plan.
- (14) Work with the State and medical carrier to develop an enhanced network of urgent care facilities.
- (15) Work with the State to implement and oversee a Bariatric Surgery Program.
- (16) Review the Corrective Vision Care coverage component at regular intervals to monitor utilization, network adequacy and cost.
- (17) Work with the State to develop a voluntary Value Based Insurance Design (VBID) Pilot Program with the goal of improving health outcomes while lowering costs through copayment waivers or reductions.
- (18) Work with the State to develop a voluntary Pilot Telemedicine Program. The purpose of the Telemedicine Program is to increase access to health care services by establishing a program to use telecommunications to provide healthcare.
- (19) If reimportation of prescription drugs becomes permissible under applicable law, rule, regulation, or other appropriate approval, the

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

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

Effective June 1, 2019, 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 provided by an out-of-network provider will be reimbursed up to the scheduled amount.

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

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

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

(e) Covered Plan 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) Effective June 1, 2019, the NYSCOPBA Vision Care Plan shall provide Ultra/digital progressive lenses from participating providers, subject to a \$90 copayment.

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

(j) Effective September 1, 2010, the NYSCOPBA Vision Care Plan shall be modified as follows:

- (1) Lasik and other corrective vision care procedures performed to correct nearsightedness and/or farsightedness and not covered by the Empire Plan or an HMO shall be a covered service for employees only. Enrolled spouses/domestic partners and enrolled dependent children shall be eligible to participate in a “discount program” providing up to a 25 percent savings but shall be responsible for any and all costs associated with these procedures
- (2) Corrective Vision Care coverage shall only be available through a network of participating board eligible/board certified ophthalmologists trained in this field. The Vision Care Plan administrator shall be responsible for the network and will make every effort to recruit and retain providers throughout New York State.
- (3) Corrective Vision Care coverage shall include a preliminary exam, the actual procedure and up to two follow-up visits.
- (4) Employees receiving such services shall have a copayment equal to 10% of the discounted cost of the procedure up to an out-of-pocket maximum of \$200.

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

12.16 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 shall 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 \$2,300 per person. Effective June 1, 2019, the annual maximum will increase to \$3,000.

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

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

(g) Effective June 1, 2019, the following upgraded materials shall be 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 June 1, 2019 dental implants shall be covered subject to a \$600 limitation per implant.

ARTICLE 13

Education and Training

13.1 Effective April 1, 2016, the Employer will recommend an appropriation by the Legislature of \$168,201 for that year and each successive of this Agreement as set forth in Article 1 for implementation of education and training programs for employees of this Unit. Effective April 1, 2017, this amount will be increased to \$171,565; effective April 1, 2018, the amount shall be increased to \$174,996; effective April 1, 2019, the amount shall be increased to \$178,496; effective April 1, 2020, the amount shall be increased to \$182,066; effective April 1, 2021, the amount shall be increased to \$185,707; and effective April 1, 2022, the amount shall be increased to \$189,421.

13.2 A joint labor/management committee comprised of representatives of the Union and the Employer shall be established to consider bilaterally the development and expansion of such 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 as to the training opportunities to be made available.

13.3 Following completion of initial academy training, each Correction Officer assigned to a facility after the effective date of this Agreement, shall be given a rotational job training and job orientation program of not more than six months duration during which he shall not be eligible to bid for job assignments or shifts. Correction Officer trainees will receive a \$200 lump sum payment upon satisfactory completion of the first six weeks of the Correction Officer traineeship.

13.4 In order to provide for proper training or orientation, any new employee or any employee who transfers to a new facility, is promoted, demoted, or assumes a new assignment as the result of successfully bidding pursuant to the provisions of Article 24 of this Agreement, shall not be eligible to bid for job assignments or shifts during the 60-day period immediately following the assumption of new duties resulting from any such transfer, promotion, demotion, or successful bid.

13.5 (a) Effective April 1, 2016, the Employer will appropriate funds of \$212,242 for each year of this Agreement, as set forth in Article 1, to provide an Employee Assistance Program for employees in this Unit. Effective April 1, 2017, that amount shall be increased to \$216,487; effective April 1, 2018, that amount shall be increased to \$220,817; effective April 1, 2019, that amount shall be increased to \$225,233; effective April 1, 2020, that amount shall be increase to \$229,738; effective April 1, 2021, that amount shall be increased to \$234,333; and effective April 1, 2022, that amount shall be increased to \$239,020.

(b) Effective April 1, 2016, the Employer will appropriate funds of \$165,548 for each year of this Agreement, as set forth in Article 1, to provide an Organizational Alcoholism Program for employees in this Unit. Effective April 1, 2017, that amount shall be increased to \$168,859; effective April 1, 2018, that amount shall be increased to \$172,236; effective April 1, 2019, that amount shall be increased to \$175,681; effective April 1, 2020, that amount shall be increased to \$179,195; effective April 1, 2021, that amount shall be increased to \$182,779; and effective April 1, 2022, that amount shall be increased to \$186,435.

13.6 Effective April 1, 2016, the Employer will appropriate funds of \$106,121 for each year of this Agreement, as set forth in Article 1, to enhance labor/management training efforts for employees in this Unit. Effective April 1, 2017, that amount shall be increased to \$108,243; effective April 1, 2018, that amount shall be increased to \$110,408; effective April 1, 2019, that amount shall be increased to \$112,616; effective April 1, 2020, that amount shall be increased to \$114,868; effective April 1, 2021, that amount shall be increased to \$117,165; and effective April 1, 2022, that amount shall be increased to \$119,508.

13.7 Funding will be provided from Article 13 and Article 25 sources in each year of this Agreement to support the Blood Exposure Response Team (BERT), a voluntary organization which provides services to Unit members who have been exposed to blood or other body fluids in the course of their employment.

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 his service anniversary date as follows:

Completed Years of Continuous Service	Additional Vacation Credits	Total Earned Annual Credits
20 to 24	1 day	21 days
25 to 29	2 days	22 days
30 to 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 reemployment 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 his 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 his 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 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, step-sibling, step-parent, step-child 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.

Effective October 1, 2006 for all Interest Arbitration eligible employees, and October 1, 2007 for all others, employees shall be required consistent with current medical documentation policy, to provide adequate documentation from the medical provider for all pre-approved medical absences including those of four hours or less. Upon the second instance of failure to provide adequate documentation, the employee shall be subject to discipline. However, this in no way is intended to otherwise alter present medical documentation requirements.

Effective October 1, 2006 for all Interest Arbitration eligible employees, and October 1, 2007 for all others, for all sick leave absences of a full shift or more, returning employees shall provide at least eight hours advance notice of their intended return to work. However, this in no way is intended to otherwise alter present notification procedures.

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 his 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 his 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 his position for the period of his 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 his 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

months per injury for the purposes of coverage under the New York State Health Insurance Plan.

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

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 physician as the date upon which the employee may return to work, the employee provides the appointing authority with his/her 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 10 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 10, 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 Article 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 Article 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 (Interest Arbitration ineligible 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 his 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 his turn to work overtime shall not be rescheduled for overtime work until his name is reached again in orderly sequence and an appropriate notation shall be made in the overtime roster.

(c) 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.

(d) 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.

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

(f) 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.

(g) 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.

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

(i) 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 his 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 his/her scheduled work period, he/she 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 his 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 his 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 [effective 4/1/04, \$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.

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 his 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 his intention to do so with the understanding that such notice constitutes a waiver of his 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, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day, Thanksgiving Day, Christmas, 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

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 his 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 ineligible for Interest Arbitration pursuant to Civil Service Law Section 209(4) on the date of the execution of this Agreement, indicated by the phrase (Interest Arbitration ineligible employees).

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 except as modified in Section 20.2 below.

20.2 All Interest Arbitration ineligible employees 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

Effective 3/31/2011, the uniform allowance shall be increased to \$1075, rolled into base and eliminated as a separate payment for all full-time salaried employees not subject to Appendix D.

Permanent part-time employees will also be eligible for a uniform allowance at a prorated amount equal to the prorated 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 Services 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 his 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 Services.

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 his public employment or duties including actions brought to enforce a provision of Sections 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 his 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 his 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 his public employment or duties, has, without willfulness or intent on his 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 his 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 Services 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 his 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 his 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 \$150,000 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 Services 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.

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 Services Unit for personal property of employees of such unit damaged or destroyed without fault on his 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 \$350 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 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 The Employer shall have the right to make any job or shift assignment necessary to maintain the services of the department or agency involved. However, job assignments and shift selection shall be made in accordance with seniority provided the employee has the ability to properly perform the work involved. Before making a permanent assignment the Employer shall post all permanent vacancies in shifts or job assignments for a period of 30 days during which employees may bid. Bids shall be awarded at the end of the 30 day bidding period. The employee will start the new assignment within two weeks after the close of the 30 day bid period except when extended by mutual consent, but in no case longer than 30 days from the award of the bid. Grievances arising under this section shall be processed up to Step 3 of the grievance procedure but not to arbitration.

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

25.1 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 Governor's 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 for that year and each successive year of this Agreement, as set forth in Article 1.1, for a statewide labor/management committee in the amount of \$296,077. Effective April 1, 2017, that amount shall be increased to \$301,999; effective April 1, 2018, that amount shall be increased to \$308,039; effective April 1, 2019, that amount shall be increased to \$314,200; effective April 1, 2020, that amount shall be increased to \$320,484; effective April 1, 2021, that amount shall be increased to \$326,894; and effective April 1, 2022, that amount shall be increased to \$333,432.

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 Officer 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 Services Unit.

For each full-time annual salaried unit employee, the Employer shall deposit an amount in the employee benefit fund as follows: 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; 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

(a) Dependent Care Advantage Account (DCAA)

The Employer and Union shall continue to provide the DCAA 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 to the Dependent Care Advantage Account as follows:

Employee Gross Annual Salary	Employer Contribution
Under \$30,000	\$700
\$30,001-\$40,000	\$600
\$40,001-\$50,000	\$500
\$50,001-\$60,000	\$400
\$60,001-\$70,000	\$300
Over \$70,000	\$200

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 NYSCOPBA-represented employees and maximizing resources available, the Family Benefits Program may support additional initiatives as recommended by the Advisory Committee.

A Joint Labor/Management Advisory Committee, 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, 2016, funding for the programs in this section, 25.10, shall be provided as follows: for DCAA and LifeWorks, \$456,850 for that year and each successive year of the contract as set forth in Article 1.1. Effective April 1, 2017, that amount shall be increased to \$465,987; effective April 1, 2018, that amount shall be increased to \$475,307; effective April 1, 2019, that amount shall be increased to \$484,813; effective April 1, 2020, that amount shall be increased to \$494,509; effective April 1, 2021, that amount shall be increased to \$504,399; and effective April 1, 2022, that amount shall be increased to \$514,487. This shall include funding for Directions with the agreed upon amount for each year. The parties agree that such funding is

effective on the April 1, 2016, and shall sunset on the expiration date of this Agreement, unless extended by written mutual agreement by the parties.

25.11 The parties agree to form a joint labor/management committee to review and evaluate all leave usage by unit members who are Interest Arbitration ineligible and the manner of such usage and make recommendations to the Director of GOER and the President of NYSCOPBA for implementation.

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

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

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

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

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 Agreement to be signed by their respective representatives.

DATED:

FOR NYS CORRECTIONAL OFFICERS
AND POLICE BENEVOLENT
ASSOCIATION

THE EXECUTIVE BRANCH OF
THE STATE OF NEW YORK,
GOVERNOR'S OFFICE OF
EMPLOYEE RELATIONS

SECURITY UNIT EMPLOYEES

Michael Powers
President

Joseph Bress
Chief Negotiator

Chris Summers
Secretary

Michael Volforte
Director

APPENDIX A-1

NYSOPBA SALARY SCHEDULE

INTEREST ARBITRATION INELIGIBLE

Effective March 31, 2016 (Institution) and

Effective April 7, 2016 (Administration)

SG	Hiring Rate	Perf.	Perf.	Perf.	Perf.	Perf.	Job Rate	Perf. Adv.	10 Yr.	15 Yr.	20 Yr.	Long Max. 25 Yr.
		Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5			Long Step	Long Step	Long Step	Long Step
1	25824	26826	27828	28830	29832	30834	31836	1002	33645	35236	38110	39701
2	26695	27750	28805	29860	30915	31970	33025	1055	34938	36621	39573	41256
3	27915	29016	30117	31218	32319	33420	34521	1101	36516	38273	41287	43044
4	29081	30241	31401	32561	33721	34881	36041	1160	38280	39983	43080	44783
5	30367	31584	32801	34018	35235	36452	37669	1217	39876	41815	44996	46937
6	31856	33140	34424	35708	36992	38276	39560	1284	41885	43932	47202	49250
7	33549	34883	36217	37551	38885	40219	41553	1334	43970	46097	49437	51562
8	35331	36717	38103	39489	40875	42261	43647	1386	46157	48370	51778	53990
9	37194	38642	40090	41538	42986	44434	45882	1448	48505	50817	54317	56626
10	39198	40719	42240	43761	45282	46803	48324	1521	51074	53495	57088	59509
11	41399	42981	44563	46145	47727	49309	50891	1582	53755	56276	59957	62477
12	43595	45247	46899	48551	50203	51855	53507	1652	56506	59140	62921	65560
13	46081	47807	49533	51259	52985	54711	56437	1726	59558	62306	66182	68930
14	48618	50428	52238	54048	55858	57668	59478	1810	62749	65628	69617	72496
15	51304	53186	55068	56950	58832	60714	62596	1882	66001	69000	73096	76093
16	54089	56057	58025	59993	61961	63929	65897	1968	69457	72592	76800	79934
17	57020	59092	61164	63236	65308	67380	69452	2072	73201	76495	80851	84148
18	60148	62324	64500	66676	68852	71028	73204	2176	77143	80610	85113	88583
19	63322	65593	67864	70135	72406	74677	76948	2271	81061	84680	89311	92930
20	66472	68846	71220	73594	75968	78342	80716	2374	85019	88803	93584	97371
21	69943	72418	74893	77368	79843	82318	84793	2475	89279	93226	98142	102087
22	73574	76194	78814	81434	84054	86674	89294	2620	94037	98208	103323	107496
23	77448	80144	82840	85536	88232	90928	93624	2696	98510	102811	108033	112335
24	81529	84327	87125	89923	92721	95519	98317	2798	103381	107838	113199	117658
25	85967	88883	91799	94715	97631	100547	103463	2916	108745	113393	118916	123564

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION INELIGIBLE
Effective March 30, 2017 (Institution) and
Effective April 6, 2017 (Administration)

SG	Hiring Rate	Perf.	Perf.	Perf.	Perf.	Perf.	Job Rate	Perf.	10 Yr.	15 Yr.	20 Yr.	Long Max. 25 Yr.
		Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5		Perf. Adv.	Long Step	Long Step	Long Step	Long Step
1	26340	27362	28384	29406	30428	31450	32472	1022	34317	35940	38871	40494
2	27229	28305	29381	30457	31533	32609	33685	1076	35636	37353	40364	42081
3	28473	29596	30719	31842	32965	34088	35211	1123	37246	39038	42112	43904
4	29663	30846	32029	33212	34395	35578	36761	1183	39045	40782	43941	45678
5	30974	32215	33456	34697	35938	37179	38420	1241	40671	42649	45894	47873
6	32493	33803	35113	36423	37733	39043	40353	1310	42725	44812	48148	50237
7	34220	35581	36942	38303	39664	41025	42386	1361	44851	47021	50428	52595
8	36038	37452	38866	40280	41694	43108	44522	1414	47082	49339	52816	55072
9	37938	39415	40892	42369	43846	45323	46800	1477	49475	51834	55404	57759
10	39982	41533	43084	44635	46186	47737	49288	1551	52093	54562	58227	60697
11	42227	43841	45455	47069	48683	50297	51911	1614	54832	57404	61158	63729
12	44467	46152	47837	49522	51207	52892	54577	1685	57636	60323	64179	66871
13	47003	48764	50525	52286	54047	55808	57569	1761	60752	63555	67509	70312
14	49590	51436	53282	55128	56974	58820	60666	1846	64002	66939	71008	73944
15	52330	54250	56170	58090	60010	61930	63850	1920	67323	70382	74560	77617
16	55171	57178	59185	61192	63199	65206	67213	2007	70844	74042	78334	81531
17	58160	60274	62388	64502	66616	68730	70844	2114	74668	78028	82471	85834
18	61351	63571	65791	68011	70231	72451	74671	2220	78689	82225	86818	90358
19	64588	66905	69222	71539	73856	76173	78490	2317	82685	86377	91100	94792
20	67801	70223	72645	75067	77489	79911	82333	2422	86722	90582	95458	99321
21	71342	73867	76392	78917	81442	83967	86492	2525	91068	95094	100108	104132
22	75045	77718	80391	83064	85737	88410	91083	2673	95921	100175	105393	109649
23	78997	81747	84497	87247	89997	92747	95497	2750	100481	104868	110194	114582
24	83160	86014	88868	91722	94576	97430	100284	2854	105449	109995	115464	120012
25	87686	90660	93634	96608	99582	102556	105530	2974	110918	115659	121292	126033

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION INELIGIBLE

Effective March 29, 2018 (Institution) and

Effective April 5, 2018 (Administration)

SG	Hiring Rate	Perf.	Perf.	Perf.	Perf.	Perf.	Job Rate	Perf. Adv.	10 Yr.	15 Yr.	20 Yr.	Long Max. 25 Yr.
		Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5			Long Step	Long Step	Long Step	Long Step
1	26867	27909	28951	29993	31035	32077	33119	1042	35001	36656	39646	41301
2	27774	28872	29970	31068	32166	33264	34362	1098	36352	38103	41175	42926
3	29042	30188	31334	32480	33626	34772	35918	1146	37994	39822	42957	44785
4	30256	31463	32670	33877	35084	36291	37498	1207	39828	41599	44822	46593
5	31593	32859	34125	35391	36657	37923	39189	1266	41485	43503	46812	48831
6	33143	34479	35815	37151	38487	39823	41159	1336	43578	45707	49110	51241
7	34904	36292	37680	39068	40456	41844	43232	1388	45746	47960	51435	53645
8	36759	38201	39643	41085	42527	43969	45411	1442	48022	50324	53871	56172
9	38697	40204	41711	43218	44725	46232	47739	1507	50468	52874	56515	58917
10	40782	42364	43946	45528	47110	48692	50274	1582	53135	55653	59392	61911
11	43072	44718	46364	48010	49656	51302	52948	1646	55927	58551	62380	65002
12	45356	47075	48794	50513	52232	53951	55670	1719	58790	61531	65464	68210
13	47943	49739	51535	53331	55127	56923	58719	1796	61966	64825	68858	71717
14	50582	52465	54348	56231	58114	59997	61880	1883	65283	68278	72429	75424
15	53377	55335	57293	59251	61209	63167	65125	1958	68667	71788	76049	79167
16	56274	58321	60368	62415	64462	66509	68556	2047	72260	75522	79899	83160
17	59323	61479	63635	65791	67947	70103	72259	2156	76159	79587	84119	87549
18	62578	64842	67106	69370	71634	73898	76162	2264	80260	83867	88552	92163
19	65880	68243	70606	72969	75332	77695	80058	2363	84337	88103	92920	96686
20	69157	71628	74099	76570	79041	81512	83983	2471	88460	92397	97371	101311
21	72769	75345	77921	80497	83073	85649	88225	2576	92893	96999	102113	106218
22	76546	79273	82000	84727	87454	90181	92908	2727	97843	102182	107504	111845
23	80577	83382	86187	88992	91797	94602	97407	2805	102491	106965	112398	116874
24	84823	87734	90645	93556	96467	99378	102289	2911	107557	112194	117773	122412
25	89440	92474	95508	98542	101576	104610	107644	3034	113140	117976	123721	128557

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION INELIGIBLE
Effective March 28, 2019 (Institution) and
Effective April 4, 2019 (Administration)

SG	Hiring Rate	Perf.	Perf.	Perf.	Perf.	Perf.	Job Rate	Perf. Adv.	10 Yr.	15 Yr.	20 Yr.	Long Max. 25 Yr.
		Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5			Long Step	Long Step	Long Step	Long Step
1	27404	28467	29530	30593	31656	32719	33782	1063	35702	37390	40440	42128
2	28329	29449	30569	31689	32809	33929	35049	1120	37079	38865	41998	43784
3	29623	30792	31961	33130	34299	35468	36637	1169	38755	40619	43817	45681
4	30861	32092	33323	34554	35785	37016	38247	1231	40624	42430	45717	47524
5	32225	33516	34807	36098	37389	38680	39971	1291	42313	44371	47746	49806
6	33806	35169	36532	37895	39258	40621	41984	1363	44451	46623	50094	52268
7	35602	37018	38434	39850	41266	42682	44098	1416	46662	48921	52465	54719
8	37494	38965	40436	41907	43378	44849	46320	1471	48983	51331	54949	57296
9	39471	41008	42545	44082	45619	47156	48693	1537	51477	53931	57645	60095
10	41598	43212	44826	46440	48054	49668	51282	1614	54200	56769	60582	63152
11	43933	45612	47291	48970	50649	52328	54007	1679	57046	59722	63628	66302
12	46263	48016	49769	51522	53275	55028	56781	1753	59963	62759	66771	69572
13	48902	50734	52566	54398	56230	58062	59894	1832	63206	66122	70236	73152
14	51594	53515	55436	57357	59278	61199	63120	1921	66591	69646	73880	76935
15	54445	56442	58439	60436	62433	64430	66427	1997	70040	73223	77569	80750
16	57399	59487	61575	63663	65751	67839	69927	2088	73705	77032	81497	84823
17	60509	62708	64907	67106	69305	71504	73703	2199	77681	81178	85800	89299
18	63830	66139	68448	70757	73066	75375	77684	2309	81864	85543	90322	94005
19	67198	69608	72018	74428	76838	79248	81658	2410	86023	89864	94777	98619
20	70540	73061	75582	78103	80624	83145	85666	2521	90233	94248	99322	103341
21	74224	76852	79480	82108	84736	87364	89992	2628	94753	98941	104158	108345
22	78077	80859	83641	86423	89205	91987	94769	2782	99803	104228	109657	114085
23	82189	85050	87911	90772	93633	96494	99355	2861	104541	109104	114646	119211
24	86519	89488	92457	95426	98395	101364	104333	2969	109706	114436	120127	124858
25	91229	94324	97419	100514	103609	106704	109799	3095	115405	120338	126198	131130

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION INELIGIBLE
Effective March 26, 2020 (Institution) and
Effective April 2, 2020 (Administration)

SG	Hiring Rate	Perf.	Perf.	Perf.	Perf.	Perf.	Job Rate	Perf.	10 Yr.	15 Yr.	20 Yr.	Long Max. 25 Yr.
		Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5		Perf. Adv.	Long Step	Long Step	Long Step	Long Step
1	27952	29036	30120	31204	32288	33372	34456	1084	36414	38136	41247	42969
2	28896	30038	31180	32322	33464	34606	35748	1142	37819	39640	42836	44658
3	30215	31408	32601	33794	34987	36180	37373	1193	39533	41435	44697	46598
4	31478	32734	33990	35246	36502	37758	39014	1256	41439	43281	46633	48477
5	32870	34187	35504	36821	38138	39455	40772	1317	43161	45260	48703	50804
6	34482	35872	37262	38652	40042	41432	42822	1390	45338	47554	51094	53312
7	36314	37758	39202	40646	42090	43534	44978	1444	47593	49897	53512	55811
8	38244	39744	41244	42744	44244	45744	47244	1500	49960	52355	56046	58440
9	40260	41828	43396	44964	46532	48100	49668	1568	52508	55011	58799	61298
10	42430	44076	45722	47368	49014	50660	52306	1646	55282	57903	61792	64413
11	44812	46525	48238	49951	51664	53377	55090	1713	58190	60919	64903	67631
12	47188	48976	50764	52552	54340	56128	57916	1788	61162	64014	68106	70963
13	49880	51749	53618	55487	57356	59225	61094	1869	64472	67447	71643	74617
14	52626	54585	56544	58503	60462	62421	64380	1959	67920	71037	75355	78471
15	55534	57571	59608	61645	63682	65719	67756	2037	71441	74688	79121	82365
16	58547	60677	62807	64937	67067	69197	71327	2130	75181	78574	83128	86521
17	61719	63962	66205	68448	70691	72934	75177	2243	79235	82802	87516	91085
18	65107	67462	69817	72172	74527	76882	79237	2355	83501	87253	92128	95884
19	68542	71000	73458	75916	78374	80832	83290	2458	87742	91660	96671	100590
20	71951	74522	77093	79664	82235	84806	87377	2571	92035	96131	101306	105406
21	75708	78389	81070	83751	86432	89113	91794	2681	96650	100922	106243	110514
22	79639	82477	85315	88153	90991	93829	96667	2838	101802	106315	111853	116369
23	83833	86751	89669	92587	95505	98423	101341	2918	106631	111285	116938	121594
24	88249	91278	94307	97336	100365	103394	106423	3029	111903	116728	122533	127359
25	93054	96211	99368	102525	105682	108839	111996	3157	117714	122746	128723	133754

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION INELIGIBLE
Effective March 25, 2021 (Institution) and
Effective April 1, 2021 (Administration)

SG	Hiring Rate	Perf.	Perf.	Perf.	Perf.	Perf.	Job Rate	Perf. Adv.	10 Yr.	15 Yr.	20 Yr.	Long Max.
		Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5			Long Step	Long Step	Long Step	Long Step
1	29201	30338	31475	32612	33749	34886	36023	1137	38030	39796	42983	44749
2	30189	31387	32585	33783	34981	36179	37377	1198	39499	41367	44646	46512
3	31570	32820	34070	35320	36570	37820	39070	1250	41284	43231	46574	48523
4	32893	34211	35529	36847	38165	39483	40801	1318	43286	45179	48609	50501
5	34351	35734	37117	38500	39883	41266	42649	1383	45098	47253	50777	52935
6	36039	37497	38955	40413	41871	43329	44787	1458	47369	49637	53266	55536
7	37960	39474	40988	42502	44016	45530	47044	1514	49729	52087	55788	58146
8	39982	41555	43128	44701	46274	47847	49420	1573	52212	54660	58442	60897
9	42097	43739	45381	47023	48665	50307	51949	1642	54865	57423	61308	63872
10	44371	46098	47825	49552	51279	53006	54733	1727	57785	60471	64456	67143
11	46868	48665	50462	52259	54056	55853	57650	1797	60826	63625	67709	70507
12	49357	51233	53109	54985	56861	58737	60613	1876	63939	66865	71060	73984
13	52179	54136	56093	58050	60007	61964	63921	1957	67386	70432	74737	77780
14	55057	57109	59161	61213	63265	65317	67369	2052	70997	74191	78618	81810
15	58105	60238	62371	64504	66637	68770	70903	2133	74683	78008	82550	85876
16	61265	63495	65725	67955	70185	72415	74645	2230	78594	82071	86745	90219
17	64583	66934	69285	71636	73987	76338	78689	2351	82844	86503	91335	94992
18	68137	70603	73069	75535	78001	80467	82933	2466	87303	91151	96146	99990
19	71740	74319	76898	79477	82056	84635	87214	2579	91776	95789	100929	104945
20	75311	78006	80701	83396	86091	88786	91481	2695	96254	100456	105758	109958
21	79246	82053	84860	87667	90474	93281	96088	2807	101064	105443	110899	115279
22	83368	86341	89314	92287	95260	98233	101206	2973	106468	111097	116773	121404
23	87764	90820	93876	96932	99988	103044	106100	3056	111521	116293	122087	126858
24	92393	95563	98733	101903	105073	108243	111413	3170	117031	121975	127926	132870
25	97425	100734	104043	107352	110661	113970	117279	3309	123137	128298	134427	139583

NYS COPBA SALARY SCHEDULE

INTEREST ARBITRATION INELIGIBLE

Effective October 7, 2021 (Institution) and

Effective September 30, 2021 (Administration)

SG	Hiring Rate	Perf.	Perf.	Perf.	Perf.	Perf.	Job Rate	Perf. Adv.	10 Yr.	15 Yr.	20 Yr.	Long Max.
		Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5			Long Step	Long Step	Long Step	Long Step
1	29201	30338	31475	32612	33749	34886	36023	1137	38030	39796	42983	45249
2	30189	31387	32585	33783	34981	36179	37377	1198	39499	41367	44646	47012
3	31570	32820	34070	35320	36570	37820	39070	1250	41284	43231	46574	49023
4	32893	34211	35529	36847	38165	39483	40801	1318	43286	45179	48609	51001
5	34351	35734	37117	38500	39883	41266	42649	1383	45098	47253	50777	53435
6	36039	37497	38955	40413	41871	43329	44787	1458	47369	49637	53266	56036
7	37960	39474	40988	42502	44016	45530	47044	1514	49729	52087	55788	58646
8	39982	41555	43128	44701	46274	47847	49420	1573	52212	54660	58442	61397
9	42097	43739	45381	47023	48665	50307	51949	1642	54865	57423	61308	64372
10	44371	46098	47825	49552	51279	53006	54733	1727	57785	60471	64456	67643
11	46868	48665	50462	52259	54056	55853	57650	1797	60826	63625	67709	71007
12	49357	51233	53109	54985	56861	58737	60613	1876	63939	66865	71060	74484
13	52179	54136	56093	58050	60007	61964	63921	1957	67386	70432	74737	78280
14	55057	57109	59161	61213	63265	65317	67369	2052	70997	74191	78618	82310
15	58105	60238	62371	64504	66637	68770	70903	2133	74683	78008	82550	86376
16	61265	63495	65725	67955	70185	72415	74645	2230	78594	82071	86745	90719
17	64583	66934	69285	71636	73987	76338	78689	2351	82844	86503	91335	95492
18	68137	70603	73069	75535	78001	80467	82933	2466	87303	91151	96146	100490
19	71740	74319	76898	79477	82056	84635	87214	2579	91776	95789	100929	105445
20	75311	78006	80701	83396	86091	88786	91481	2695	96254	100456	105758	110458
21	79246	82053	84860	87667	90474	93281	96088	2807	101064	105443	110899	115779
22	83368	86341	89314	92287	95260	98233	101206	2973	106468	111097	116773	121904
23	87764	90820	93876	96932	99988	103044	106100	3056	111521	116293	122087	127358
24	92393	95563	98733	101903	105073	108243	111413	3170	117031	121975	127926	133370
25	97425	100734	104043	107352	110661	113970	117279	3309	123137	128298	134427	140083

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION INELIGIBLE
Effective April 7, 2022 (Institution) and
Effective March 31, 2022 (Administration)

SG	Hiring Rate	Perf.	Perf.	Perf.	Perf.	Perf.	Job Rate	Perf. Adv.	10 Yr.	15 Yr.	20 Yr.	Long Max.
		Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5			Long Step	Long Step	Long Step	Long Step
1	29785	30945	32105	33265	34425	35585	36745	1160	38792	40593	43844	46156
2	30793	32015	33237	34459	35681	36903	38125	1222	40289	42195	45539	47953
3	32201	33476	34751	36026	37301	38576	39851	1275	42109	44095	47505	50003
4	33551	34895	36239	37583	38927	40271	41615	1344	44150	46081	49579	52019
5	35038	36449	37860	39271	40682	42093	43504	1411	46002	48200	51795	54506
6	36760	38247	39734	41221	42708	44195	45682	1487	48316	50629	54331	57156
7	38719	40263	41807	43351	44895	46439	47983	1544	50722	53127	56902	59817
8	40782	42386	43990	45594	47198	48802	50406	1604	53254	55751	59608	62623
9	42939	44614	46289	47964	49639	51314	52989	1675	55963	58572	62535	65660
10	45258	47020	48782	50544	52306	54068	55830	1762	58943	61683	65747	68998
11	47805	49638	51471	53304	55137	56970	58803	1833	62043	64898	69063	72427
12	50344	52258	54172	56086	58000	59914	61828	1914	65221	68205	72484	75976
13	53223	55219	57215	59211	61207	63203	65199	1996	68733	71840	76231	79845
14	56158	58251	60344	62437	64530	66623	68716	2093	72417	75674	80190	83956
15	59267	61443	63619	65795	67971	70147	72323	2176	76179	79570	84203	88105
16	62490	64765	67040	69315	71590	73865	76140	2275	80168	83715	88482	92535
17	65875	68273	70671	73069	75467	77865	80263	2398	84501	88233	93162	97402
18	69500	72015	74530	77045	79560	82075	84590	2515	89047	92972	98067	102498
19	73175	75806	78437	81068	83699	86330	88961	2631	93614	97708	102950	107557
20	76817	79566	82315	85064	87813	90562	93311	2749	98179	102466	107874	112668
21	80831	83694	86557	89420	92283	95146	98009	2863	103085	107551	113116	118094
22	85035	88068	91101	94134	97167	100200	103233	3033	108600	113322	119111	124345
23	89519	92636	95753	98870	101987	105104	108221	3117	113750	118618	124528	129904
24	94241	97474	100707	103940	107173	110406	113639	3233	119369	124412	130482	136035
25	99374	102749	106124	109499	112874	116249	119624	3375	125599	130863	137115	142884

APPENDIX A-2
NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION ELIGIBLE
Effective March 31, 2016 (Institution) and
Effective April 7, 2016 (Administration)

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	Long Max. 25 Yr. Long Step
1	26448	27477	28506	29535	30564	31593	32622	1029	34440	36039	38926	40526
2	27343	28427	29511	30595	31679	32763	33847	1084	35769	37461	40430	42121
3	28594	29725	30856	31987	33118	34249	35380	1131	37385	39149	42177	43942
4	29792	30986	32180	33374	34568	35762	36956	1194	39206	40921	44029	45742
5	31113	32365	33617	34869	36121	37373	38625	1252	40844	42795	45988	47941
6	32641	33961	35281	36601	37921	39241	40561	1320	42898	44954	48240	50295
7	34382	35753	37124	38495	39866	41237	42608	1371	45038	47176	50528	52664
8	36212	37636	39060	40484	41908	43332	44756	1424	47283	49501	52928	55151
9	38129	39616	41103	42590	44077	45564	47051	1487	49692	52010	55527	57850
10	40188	41752	43316	44880	46444	48008	49572	1564	52336	54769	58378	60812
11	42450	44077	45704	47331	48958	50585	52212	1627	55088	57624	61323	63857
12	44704	46403	48102	49801	51500	53199	54898	1699	57911	60560	64360	67009
13	47261	49033	50805	52577	54349	56121	57893	1772	61031	63790	67689	70446
14	49867	51725	53583	55441	57299	59157	61015	1858	64301	67193	71203	74094
15	52627	54559	56491	58423	60355	62287	64219	1932	67643	70654	74768	77780
16	55489	57509	59529	61549	63569	65589	67609	2020	71186	74334	78568	81715
17	58495	60624	62753	64882	67011	69140	71269	2129	75033	78347	82723	86036
18	61714	63947	66180	68413	70646	72879	75112	2233	79070	82555	87080	90562
19	64976	67310	69644	71978	74312	76646	78980	2334	83112	86747	91403	95039
20	68211	70651	73091	75531	77971	80411	82851	2440	87174	90979	95782	99587
21	71775	74317	76859	79401	81943	84485	87027	2542	91533	95501	100442	104408
22	75509	78202	80895	83588	86281	88974	91667	2693	96434	100626	105767	109961
23	79490	82258	85026	87794	90562	93330	96098	2768	101009	105330	110579	114899
24	83683	86554	89425	92296	95167	98038	100909	2871	105997	110476	115866	120344
25	88241	91238	94235	97232	100229	103226	106223	2997	111529	116202	121754	126425

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION ELIGIBLE
Effective March 30, 2017 (Institution) and
Effective April 6, 2017 (Administration)

SG	Hiring Rate	Perf.	Perf.	Perf.	Perf.	Perf.	Job Rate	Perf.	10 Yr.	15 Yr.	20 Yr.	Long Max. 25 Yr.
		Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5		Perf. Adv.	Long Step	Long Step	Long Step	Long Step
1	26977	28027	29077	30127	31177	32227	33277	1050	35131	36762	39707	41339
2	27890	28996	30102	31208	32314	33420	34526	1106	36486	38212	41241	42965
3	29166	30320	31474	32628	33782	34936	36090	1154	38135	39934	43023	44823
4	30388	31606	32824	34042	35260	36478	37696	1218	39991	41740	44910	46658
5	31735	33012	34289	35566	36843	38120	39397	1277	41660	43650	46907	48899
6	33294	34640	35986	37332	38678	40024	41370	1346	43754	45851	49203	51299
7	35070	36468	37866	39264	40662	42060	43458	1398	45937	48117	51536	53715
8	36936	38389	39842	41295	42748	44201	45654	1453	48232	50494	53989	56257
9	38892	40409	41926	43443	44960	46477	47994	1517	50688	53052	56640	59009
10	40992	42587	44182	45777	47372	48967	50562	1595	53381	55863	59544	62027
11	43299	44959	46619	48279	49939	51599	53259	1660	56193	58779	62552	65137
12	45598	47331	49064	50797	52530	54263	55996	1733	59069	61771	65647	68349
13	48206	50014	51822	53630	55438	57246	59054	1808	62255	65069	69046	71858
14	50864	52759	54654	56549	58444	60339	62234	1895	65586	68536	72626	75575
15	53680	55651	57622	59593	61564	63535	65506	1971	68998	72070	76266	79338
16	56599	58659	60719	62779	64839	66899	68959	2060	72608	75819	80137	83347
17	59665	61837	64009	66181	68353	70525	72697	2172	76536	79917	84380	87759
18	62948	65226	67504	69782	72060	74338	76616	2278	80653	84208	88823	92375
19	66276	68657	71038	73419	75800	78181	80562	2381	84777	88484	93233	96942
20	69575	72064	74553	77042	79531	82020	84509	2489	88918	92800	97699	101580
21	73211	75804	78397	80990	83583	86176	88769	2593	93365	97412	102452	106498
22	77019	79766	82513	85260	88007	90754	93501	2747	98363	102639	107883	112161
23	81080	83903	86726	89549	92372	95195	98018	2823	103027	107435	112789	117195
24	85357	88285	91213	94141	97069	99997	102925	2928	108115	112683	118181	122749
25	90006	93063	96120	99177	102234	105291	108348	3057	113760	118527	124190	128954

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION ELIGIBLE
Effective March 29, 2018 (Institution) and
Effective April 5, 2018 (Administration)

SG	Hiring Rate	Perf.	Perf.	Perf.	Perf.	Perf.	Job Rate	Perf.	10 Yr.	15 Yr.	20 Yr.	Long Max. 25 Yr.
		Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5		Perf. Adv.	Long Step	Long Step	Long Step	Long Step
1	27517	28588	29659	30730	31801	32872	33943	1071	35834	37498	40502	42166
2	28448	29576	30704	31832	32960	34088	35216	1128	37215	38976	42065	43824
3	29749	30926	32103	33280	34457	35634	36811	1177	38897	40732	43883	45719
4	30996	32238	33480	34722	35964	37206	38448	1242	40789	42573	45806	47589
5	32370	33673	34976	36279	37582	38885	40188	1303	42496	44526	47848	49880
6	33960	35333	36706	38079	39452	40825	42198	1373	44630	46769	50188	52326
7	35771	37197	38623	40049	41475	42901	44327	1426	46856	49079	52567	54789
8	37675	39157	40639	42121	43603	45085	46567	1482	49197	51504	55069	57382
9	39670	41217	42764	44311	45858	47405	48952	1547	51700	54111	57771	60187
10	41812	43439	45066	46693	48320	49947	51574	1627	54449	56981	60736	63268
11	44165	45858	47551	49244	50937	52630	54323	1693	57316	59953	63802	66439
12	46510	48278	50046	51814	53582	55350	57118	1768	60252	63009	66962	69718
13	49170	51014	52858	54702	56546	58390	60234	1844	63499	66369	70426	73294
14	51881	53814	55747	57680	59613	61546	63479	1933	66898	69907	74079	77087
15	54754	56764	58774	60784	62794	64804	66814	2010	70376	73509	77789	80923
16	57731	59832	61933	64034	66135	68236	70337	2101	74059	77334	81739	85013
17	60858	63074	65290	67506	69722	71938	74154	2216	78070	81518	86071	89517
18	64207	66531	68855	71179	73503	75827	78151	2324	82269	85895	90602	94225
19	67602	70031	72460	74889	77318	79747	82176	2429	86475	90256	95100	98884
20	70967	73506	76045	78584	81123	83662	86201	2539	90698	94658	99655	103613
21	74675	77320	79965	82610	85255	87900	90545	2645	95233	99361	104502	108629
22	78559	81361	84163	86965	89767	92569	95371	2802	100330	104692	110041	114404
23	82702	85581	88460	91339	94218	97097	99976	2879	105085	109581	115042	119537
24	87064	90051	93038	96025	99012	101999	104986	2987	110280	114939	120547	125206
25	91806	94924	98042	101160	104278	107396	110514	3118	116034	120897	126673	131532

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION ELIGIBLE
Effective March 28, 2019 (Institution) and
Effective April 4, 2019 (Administration)

SG	Hiring Rate	Perf.	Perf.	Perf.	Perf.	Perf.	Job Rate	Perf.	10 Yr.	15 Yr.	20 Yr.	Long Max. 25 Yr.
		Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5		Perf. Adv.	Long Step	Long Step	Long Step	Long Step
1	28067	29160	30253	31346	32439	33532	34625	1093	36554	38251	41315	43012
2	29017	30168	31319	32470	33621	34772	35923	1151	37962	39758	42909	44703
3	30344	31545	32746	33947	35148	36349	37550	1201	39678	41549	44763	46636
4	31616	32883	34150	35417	36684	37951	39218	1267	41606	43426	46723	48542
5	33017	34346	35675	37004	38333	39662	40991	1329	43345	45416	48804	50877
6	34639	36040	37441	38842	40243	41644	43045	1401	45526	47707	51195	53376
7	36486	37941	39396	40851	42306	43761	45216	1455	47796	50063	53621	55887
8	38429	39941	41453	42965	44477	45989	47501	1512	50184	52537	56173	58532
9	40463	42041	43619	45197	46775	48353	49931	1578	52734	55193	58926	61391
10	42648	44308	45968	47628	49288	50948	52608	1660	55541	58123	61953	64536
11	45048	46775	48502	50229	51956	53683	55410	1727	58463	61153	65079	67768
12	47440	49243	51046	52849	54652	56455	58258	1803	61455	64267	68299	71110
13	50153	52034	53915	55796	57677	59558	61439	1881	64769	67697	71835	74760
14	52919	54891	56863	58835	60807	62779	64751	1972	68238	71308	75563	78631
15	55849	57899	59949	61999	64049	66099	68149	2050	71782	74978	79344	82540
16	58886	61029	63172	65315	67458	69601	71744	2143	75540	78881	83374	86714
17	62075	64335	66595	68855	71115	73375	75635	2260	79629	83146	87790	91305
18	65491	67862	70233	72604	74975	77346	79717	2371	83917	87616	92417	96112
19	68954	71432	73910	76388	78866	81344	83822	2478	88207	92064	97004	100864
20	72386	74976	77566	80156	82746	85336	87926	2590	92513	96552	101649	105686
21	76169	78867	81565	84263	86961	89659	92357	2698	97139	101349	106593	110803
22	80130	82988	85846	88704	91562	94420	97278	2858	102336	106785	112241	116692
23	84356	87293	90230	93167	96104	99041	101978	2937	107189	111775	117345	121930
24	88805	91852	94899	97946	100993	104040	107087	3047	112487	117239	122959	127711
25	93642	96822	100002	103182	106362	109542	112722	3180	118352	123313	129204	134160

NYS COPBA SALARY SCHEDULE
INTEREST ARBITRATION ELIGIBLE

Effective March 26, 2020 (Institution) and

Effective April 2, 2020 (Administration)

SG	Hiring Rate	Perf.	Perf.	Perf.	Perf.	Perf.	Job Rate	Perf. Adv.	10 Yr.	15 Yr.	20 Yr.	Long Max. 25 Yr.
		Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5			Long Step	Long Step	Long Step	Long Step
1	28628	29743	30858	31973	33088	34203	35318	1115	37286	39017	42142	43873
2	29597	30771	31945	33119	34293	35467	36641	1174	38721	40553	43767	45597
3	30951	32176	33401	34626	35851	37076	38301	1225	40472	42380	45658	47569
4	32248	33540	34832	36124	37416	38708	40000	1292	42436	44292	47655	49510
5	33677	35033	36389	37745	39101	40457	41813	1356	44214	46327	49782	51897
6	35332	36761	38190	39619	41048	42477	43906	1429	46437	48661	52219	54444
7	37216	38700	40184	41668	43152	44636	46120	1484	48752	51064	54693	57004
8	39198	40740	42282	43824	45366	46908	48450	1542	51187	53587	57295	59702
9	41272	42882	44492	46102	47712	49322	50932	1610	53791	56299	60107	62621
10	43501	45194	46887	48580	50273	51966	53659	1693	56651	59284	63191	65826
11	45949	47711	49473	51235	52997	54759	56521	1762	59635	62379	66383	69126
12	48389	50228	52067	53906	55745	57584	59423	1839	62684	65552	69665	72532
13	51156	53075	54994	56913	58832	60751	62670	1919	66067	69053	73274	76257
14	53977	55989	58001	60013	62025	64037	66049	2012	69606	72737	77077	80207
15	56966	59057	61148	63239	65330	67421	69512	2091	73218	76478	80931	84191
16	60064	62250	64436	66622	68808	70994	73180	2186	77052	80460	85043	88449
17	63317	65622	67927	70232	72537	74842	77147	2305	81221	84808	89545	93130
18	66801	69219	71637	74055	76473	78891	81309	2418	85593	89366	94263	98032
19	70333	72861	75389	77917	80445	82973	85501	2528	89974	93908	98947	102884
20	73834	76476	79118	81760	84402	87044	89686	2642	94365	98485	103683	107801
21	77692	80444	83196	85948	88700	91452	94204	2752	99082	103376	108725	113019
22	81733	84648	87563	90478	93393	96308	99223	2915	104382	108920	114485	119025
23	86043	89039	92035	95031	98027	101023	104019	2996	109334	114012	119693	124370
24	90581	93689	96797	99905	103013	106121	109229	3108	114737	119584	125418	130265
25	95515	98759	102003	105247	108491	111735	114979	3244	120722	125782	131791	136846

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION ELIGIBLE
Effective March 25, 2021 (Institution) and
Effective April 1, 2021 (Administration)

SG	Hiring Rate	Perf.	Perf.	Perf.	Perf.	Perf.	Job Rate	Perf.	10 Yr.	15 Yr.	20 Yr.	Long Max.
		Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5		Perf. Adv.	Long Step	Long Step	Long Step	Long Step
1	29201	30338	31475	32612	33749	34886	36023	1137	38030	39796	42983	44749
2	30189	31387	32585	33783	34981	36179	37377	1198	39499	41367	44646	46512
3	31570	32820	34070	35320	36570	37820	39070	1250	41284	43231	46574	48523
4	32893	34211	35529	36847	38165	39483	40801	1318	43286	45179	48609	50501
5	34351	35734	37117	38500	39883	41266	42649	1383	45098	47253	50777	52935
6	36039	37497	38955	40413	41871	43329	44787	1458	47369	49637	53266	55536
7	37960	39474	40988	42502	44016	45530	47044	1514	49729	52087	55788	58146
8	39982	41555	43128	44701	46274	47847	49420	1573	52212	54660	58442	60897
9	42097	43739	45381	47023	48665	50307	51949	1642	54865	57423	61308	63872
10	44371	46098	47825	49552	51279	53006	54733	1727	57785	60471	64456	67143
11	46868	48665	50462	52259	54056	55853	57650	1797	60826	63625	67709	70507
12	49357	51233	53109	54985	56861	58737	60613	1876	63939	66865	71060	73984
13	52179	54136	56093	58050	60007	61964	63921	1957	67386	70432	74737	77780
14	55057	57109	59161	61213	63265	65317	67369	2052	70997	74191	78618	81810
15	58105	60238	62371	64504	66637	68770	70903	2133	74683	78008	82550	85876
16	61265	63495	65725	67955	70185	72415	74645	2230	78594	82071	86745	90219
17	64583	66934	69285	71636	73987	76338	78689	2351	82844	86503	91335	94992
18	68137	70603	73069	75535	78001	80467	82933	2466	87303	91151	96146	99990
19	71740	74319	76898	79477	82056	84635	87214	2579	91776	95789	100929	104945
20	75311	78006	80701	83396	86091	88786	91481	2695	96254	100456	105758	109958
21	79246	82053	84860	87667	90474	93281	96088	2807	101064	105443	110899	115279
22	83368	86341	89314	92287	95260	98233	101206	2973	106468	111097	116773	121404
23	87764	90820	93876	96932	99988	103044	106100	3056	111521	116293	122087	126858
24	92393	95563	98733	101903	105073	108243	111413	3170	117031	121975	127926	132870
25	97425	100734	104043	107352	110661	113970	117279	3309	123137	128298	134427	139583

NYSOPBA SALARY SCHEDULE

INTEREST ARBITRATION ELIGIBLE

Effective October 7, 2021 (Institution) and

Effective September 30, 2021 (Administration)

SG	Hiring Rate	Perf.	Perf.	Perf.	Perf.	Perf.	Job Rate	Perf. Adv.	10 Yr.	15 Yr.	20 Yr.	Long Max.
		Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5			Long Step	Long Step	Long Step	Long Step
1	29201	30338	31475	32612	33749	34886	36023	1137	38030	39796	42983	45249
2	30189	31387	32585	33783	34981	36179	37377	1198	39499	41367	44646	47012
3	31570	32820	34070	35320	36570	37820	39070	1250	41284	43231	46574	49023
4	32893	34211	35529	36847	38165	39483	40801	1318	43286	45179	48609	51001
5	34351	35734	37117	38500	39883	41266	42649	1383	45098	47253	50777	53435
6	36039	37497	38955	40413	41871	43329	44787	1458	47369	49637	53266	56036
7	37960	39474	40988	42502	44016	45530	47044	1514	49729	52087	55788	58646
8	39982	41555	43128	44701	46274	47847	49420	1573	52212	54660	58442	61397
9	42097	43739	45381	47023	48665	50307	51949	1642	54865	57423	61308	64372
10	44371	46098	47825	49552	51279	53006	54733	1727	57785	60471	64456	67643
11	46868	48665	50462	52259	54056	55853	57650	1797	60826	63625	67709	71007
12	49357	51233	53109	54985	56861	58737	60613	1876	63939	66865	71060	74484
13	52179	54136	56093	58050	60007	61964	63921	1957	67386	70432	74737	78280
14	55057	57109	59161	61213	63265	65317	67369	2052	70997	74191	78618	82310
15	58105	60238	62371	64504	66637	68770	70903	2133	74683	78008	82550	86376
16	61265	63495	65725	67955	70185	72415	74645	2230	78594	82071	86745	90719
17	64583	66934	69285	71636	73987	76338	78689	2351	82844	86503	91335	95492
18	68137	70603	73069	75535	78001	80467	82933	2466	87303	91151	96146	100490
19	71740	74319	76898	79477	82056	84635	87214	2579	91776	95789	100929	105445
20	75311	78006	80701	83396	86091	88786	91481	2695	96254	100456	105758	110458
21	79246	82053	84860	87667	90474	93281	96088	2807	101064	105443	110899	115779
22	83368	86341	89314	92287	95260	98233	101206	2973	106468	111097	116773	121904
23	87764	90820	93876	96932	99988	103044	106100	3056	111521	116293	122087	127358
24	92393	95563	98733	101903	105073	108243	111413	3170	117031	121975	127926	133370
25	97425	100734	104043	107352	110661	113970	117279	3309	123137	128298	134427	140083

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION ELIGIBLE
Effective April 7, 2022 (Institution) and
Effective March 31, 2022 (Administration)

SG	Hiring Rate	Perf.	Perf.	Perf.	Perf.	Perf.	Job Rate	Perf.	10 Yr.	15 Yr.	20 Yr.	Long Max.
		Advance Step 1	Advance Step 2	Advance Step 3	Advance Step 4	Advance Step 5		Perf. Adv.	Long Step	Long Step	Long Step	Long Step
1	29785	30945	32105	33265	34425	35585	36745	1160	38792	40593	43844	46156
2	30793	32015	33237	34459	35681	36903	38125	1222	40289	42195	45539	47953
3	32201	33476	34751	36026	37301	38576	39851	1275	42109	44095	47505	50003
4	33551	34895	36239	37583	38927	40271	41615	1344	44150	46081	49579	52019
5	35038	36449	37860	39271	40682	42093	43504	1411	46002	48200	51795	54506
6	36760	38247	39734	41221	42708	44195	45682	1487	48316	50629	54331	57156
7	38719	40263	41807	43351	44895	46439	47983	1544	50722	53127	56902	59817
8	40782	42386	43990	45594	47198	48802	50406	1604	53254	55751	59608	62623
9	42939	44614	46289	47964	49639	51314	52989	1675	55963	58572	62535	65660
10	45258	47020	48782	50544	52306	54068	55830	1762	58943	61683	65747	68998
11	47805	49638	51471	53304	55137	56970	58803	1833	62043	64898	69063	72427
12	50344	52258	54172	56086	58000	59914	61828	1914	65221	68205	72484	75976
13	53223	55219	57215	59211	61207	63203	65199	1996	68733	71840	76231	79845
14	56158	58251	60344	62437	64530	66623	68716	2093	72417	75674	80190	83956
15	59267	61443	63619	65795	67971	70147	72323	2176	76179	79570	84203	88105
16	62490	64765	67040	69315	71590	73865	76140	2275	80168	83715	88482	92535
17	65875	68273	70671	73069	75467	77865	80263	2398	84501	88233	93162	97402
18	69500	72015	74530	77045	79560	82075	84590	2515	89047	92972	98067	102498
19	73175	75806	78437	81068	83699	86330	88961	2631	93614	97708	102950	107557
20	76817	79566	82315	85064	87813	90562	93311	2749	98179	102466	107874	112668
21	80831	83694	86557	89420	92283	95146	98009	2863	103085	107551	113116	118094
22	85035	88068	91101	94134	97167	100200	103233	3033	108600	113322	119111	124345
23	89519	92636	95753	98870	101987	105104	108221	3117	113750	118618	124528	129904
24	94241	97474	100707	103940	107173	110406	113639	3233	119369	124412	130482	136035
25	99374	102749	106124	109499	112874	116249	119624	3375	125599	130863	137115	142884

Appendix B

Training Notices

Agencies will continue procedures to ensure that notices of agency level training programs are posted for 15 days on bulletin boards whenever practical. At the request of the Union, agency level labor/management committees will review criteria and method of selection of assignment to agency training programs. If such meetings fail to resolve the issue, the Union may request an executive level labor/management meeting as provided in Article 25 to discuss the matter.

Appendix C

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

Appendix D

Seasonal/Temporary Part-Time Employees Agreement

(1) The provisions of the Security Services Unit Agreement shall be applied as specified in this Agreement (excluding Articles 5.3, 9, 11, 12, 14, 16, 18, 20 and 24) to Seasonal and part-time temporary employees other than those in annual salaried positions insofar as they are applicable by their terms; such employees are hereinafter referred to as "employees."

(2) Employees who work at least 160 hours during the season (at least 20 days) will be entitled to additional compensation at their hourly rate, up to a maximum of eight hours, for time worked on each of the first three (3) days during their employment in any seasonal period (4/1 to 9/30 and 10/1 to 3/31) which are observed as holidays by the State. Such compensation should be paid retroactively upon completion of five weeks of work.

(3)(a) The State will continue to provide seasonal employees presently receiving uniforms with uniforms according to the policies in effect in the employing agencies.

(b) Temporary part-time employees in the title of Conservation Security Worker or Assistant Forest Ranger, who work more than 520 hours in a fiscal year, shall receive one-quarter of the uniform allowance provided in Article 20 of the Security Services Unit Agreement payable upon completion of the 520 hours of work once during the fiscal year.

(c) Temporary part-time employees in the title of Conservation Security Worker or Assistant Forest Ranger, who work more than 1,040 hours in a fiscal year shall be eligible to receive an additional one-quarter of the uniform allowance provided

in Article 20 of the Security Services Unit Agreement payable upon completion of the 1,040 hours of work once during the fiscal year.

(d) Effective April 1, 2012, the uniform allowance provided in Article 20 of \$1075 shall be applied to all employees in titles who are required to wear uniforms and will be paid on the same pro-rata basis as in 3(b) and (c). This uniform allowance will continue as a separate payment for those employees covered by the appendix.

(4) Employees who have completed at least six years of continuous service of six pay periods on a scheduled half-time or greater basis in each of those six years, shall be entitled to an exit interview with the appointing authority or designee following notice of involuntary separation. In such instances, the local Union representative shall be notified of the involuntary separation, and may accompany the employee in the exit interview session.

(5)(a) Employees may purchase health insurance under the terms of the health insurance contracts in force during this Agreement. Such coverage is offered on a full pay basis (i.e., both the Employer and the employee share) through December 31, 2000 for the duration of their employment. Effective January 1, 2001, Seasonal employees will be eligible for health insurance at the employee premium share while they are on the payroll as follows: the employee must be expected to work at least six months and the employee must be employed on at least a half-time basis. Upon an employee leaving the payroll, if the employee is not off the payroll for more than six months, the employee is eligible for health insurance upon the return to work and will not be required to satisfy the six month minimum employment requirement.

(b) Employees who have completed at least six years of continuous service of six pay periods on a scheduled 40 hours per pay period or greater basis in each of

those six years and who are eligible for rehire, may continue their health insurance coverage on a full pay basis between seasons. Should an employee fail to return in the following season, health insurance coverage will be terminated.

(6) Seasonal employees who have been continuously employed on at least a 40 hours per pay period basis, for 19 pay periods, shall be entitled to attendance rules coverage, in accordance with Civil Service Attendance Rules and the appropriate provisions of this negotiated Agreement. Employees not covered by the Attendance Rules and not eligible for Workers' Compensation leave provisions will be allowed leave with pay for injuries sustained in the line of duty. Use of such leave is to be held to a minimum and, in no event, is to exceed three days or 24 hours pay per year, whichever is less.

(7) Compensation

(a) The salary provisions of Article 11.2 of the Security Services Unit Agreement shall apply to all employees.

(b) The provisions of Article 11.9, Pre-Shift Briefings, shall be applicable to employees employed on a normal 35 to 40 hour week basis in the following titles: Park Ranger, Safety and Security Officer, Conservation Security Worker, Lake George Marine Officer 1, Lake George Marine Officer 2 and Assistant Forest Ranger.

Side Letters

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Outside Police Agreement

Dear Mr. Powers:

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 Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Dear Mr. Powers:

This is to confirm that the Employer intends to increase the Correction Officer Trainee rate consistent with the 2016-2023 salary increases for the Correction Officers in the Security Services Unit.

Sincerely,

/s/ Michael Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Dear Mr. Powers:

During negotiations between the State and NYSCOPBA for the Security Services Unit in June 2012, you mentioned that it is NYSCOPBA's desire that all temporary retirement benefits be extended as was done in the 2003-2007 negotiations.

While there presently are certain temporary retirement benefits provided for employees in the Security Services Unit, the subject of retirement is a prohibited subject of negotiations. While we did not negotiate nor discuss these matters in our current negotiations, pursuant to law, the existing temporary retirement benefits will continue until otherwise modified or revised through the legislative process.

Sincerely,

/s/ Michael Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Article 17, Travel

Dear Mr. Powers:

This is to confirm our understanding 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 provisions of 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 II" for receipted travel.

I trust the above is reflective of our understanding.

Sincerely,

/s/ Michael Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Dear Mr. Powers:

The State and NYSCOPBA 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 NYSCOPBA 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 pertains primarily to TB, the parties will discuss other infectious diseases as well.

Of course, pro-active 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 Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Dear Mr. Powers:

This is to confirm our understanding regarding Article 5.3(e) of the Agreement. Specifically, each SUNY campus is considered a facility for the purposes of this section. Additionally, the word "region" applies only to those agencies which are not organized by facility.

Sincerely,

/s/ Michael Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Dear Mr. Powers:

To help ensure and encourage the physical fitness of members of the bargaining unit, the parties may discuss, on an agency or statewide labor/management level, the implementation of a pilot voluntary physical fitness program. Such discussions may include appropriate standards and incentives.

Sincerely,

/s/ Michael Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Standby On-Call Rosters

Dear Mr. Powers:

This is to confirm the parties' understanding with respect to standby on-call rosters in the Security Services Unit.

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

An employee who is eligible to earn overtime under the definition contained in the Fair Labor Standards Act shall not be required to remain available for recall unless the employee's name appears on an approved recall roster. Such employee shall be paid an amount equal to 20 percent of the employee's daily rate of compensation (i.e., one-tenth of the bi-weekly rate of compensation and will include geographic, locational, inconvenience and shift pay as may be appropriate to the place or hours normally worked) for each eight hours or part thereof the employee is actually scheduled to

remain and remains available for recall pursuant to such roster. An eligible employee who is actually recalled to work from the roster will receive appropriate overtime or recall compensation as provided by the State/NYSCOPBA Agreement. Administration of such payments shall be in accordance with rates established by the Director of the Budget.

Sincerely,

/s/ Michael Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Step 2 Meetings

Dear Mr. Powers,

The State and NYSCOPBA agree that Step 2 meetings are an important part of the labor/management relationship and that, under Article 7, Step 2 meetings are a necessary component of the grievance review process and will take place. Therefore, these meetings should be face-to-face and include an appropriate representative of the Commissioner of DOCCS from its Central Office as designated by the Commissioner and an appropriate Union representative as designated by the NYSCOPBA President.

The parties also affirm that in order to make these meetings meaningful the parties must work cooperatively to establish basic rules for the conduct of these meetings that include, but are not limited to:

Meetings at the hub level that involve a discussion of pending grievances in the hub. Such meetings can and should occur at the facility level to discuss grievances from a specific facility as the need arises;

The frequency of these meetings;

A teleconferencing and/or videoconferencing process that provides for an appropriate number of these meetings to take place via teleconference and/or videoconference;

Provisions for the participation of a grievant at the Step 2 meeting, teleconference or videoconference;

Provision of information by both parties in advance of the Step 2 meeting, teleconference or videoconference to promote efficiency at the Step 2 and the potential for resolution prior to the actual meeting;

Provision for an agreement on when Step 2 meetings are not required so that the Employer may issue a decision without such meeting;

GOER and NYSCOPBA will meet in Executive labor/management to establish these basic rules with appropriate local and agency representative participation.

Sincerely,

/s/ Michael Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Grievance "hold" procedure

Dear Mr. Powers,

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 Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Suspension Review

Dear Mr. Powers,

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

- (1) Within five (5) business days of an employee's suspension or NYSCOPBA's receipt of the NOD, NYSCOPBA may request that the Article 7 "triage" arbitrator review, as quickly as can be scheduled, the reasons for the suspension under Article 8.4(a)(1) to see if such suspension should be initially upheld and continue.
- (2) For the purpose of such review, the Article 7 "triage" arbitrator shall accept as true the contents of the NOD and shall limit review to the reasons the suspension does or does not meet the contractual standard.
- (3) To request a review, NYSCOPBA shall email the "triage" arbitrator (copying the Employer's representative and GOER), advising of its request and attaching a copy of the notice of suspension and a copy of the NOD (where issued). If no NOD has been issued, the arbitrator shall be emailed a copy of the NOD by the Employer upon issuance.
- (4) Within five (5) business days of NYSCOPBA's request for a review, the Employer's representative and NYSCOPBA shall each email to the arbitrator a statement of no more than two (2) pages, stating their position as to whether or

not the contractual standard has been met. The opposing party and GOER shall be copied on the submission.

- (5) At the next scheduled contract “triage” session after receipt of such request for review or as soon thereafter as is practicable, the arbitrator shall review the documents and the arguments of the parties. If the arbitrator feels the need to hear from the Employer and NYSCOPBA, the arbitrator may hold a conference call or meeting with both sides. The arbitrator shall render a short email decision to the parties stating that probable cause for the suspension under Article 8.4(a)(1) has, or has not, been met.
- (6) Where the arbitrator determines that probable cause has not been met, the employee will be restored to the payroll or have leave credits restored, as the case may be, retroactive to the date of suspension.
- (7) Nothing herein shall restrict the authority of the Article 8 Arbitrator who hears a NOD from deciding guilt or innocence of an employee and, if guilty, what the appropriate penalty may be. The Article 8 arbitrator shall simply be informed that the individual is suspended without pay or is not suspended without pay.
- (8) In cases where the “triage” arbitrator determines that there was probable cause for the suspension, nothing herein shall restrict the Article 8 arbitrator from determining, at the conclusion of the case and after all evidence has been considered, whether there was probable cause for the suspension.
- (9) In cases where the “triage” arbitrator determines there was not probable cause for the suspension, the Article 8 arbitrator who hears the NOD shall not be authorized to consider the lack of a suspension in determining an appropriate penalty.

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 Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Committee to Study Operation of Expedited Disciplinary Process

Dear Mr. Powers,

The parties agree to form a labor/management committee that, after ratification of the Agreement, shall meet to study the expedited disciplinary process to inform renegotiations of the arbitrator assignment process and make other procedural changes that are mutually agreed upon.

Sincerely,

/s/ Michael Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Interpretation of Article 14.5

Dear Mr. Powers,

The parties agree that Article 14.5 shall be interpreted to include the position of court officer within the Office of Court Administration and trooper within the Division of State Police. The parties will meet and discuss other titles that fall within this article.

Sincerely,

/s/ Michael Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Joint Committee on Workers' Compensation

Dear Mr. Powers,

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

- the ongoing review and oversight of the MEP;
- evaluating the current leave at full pay benefit to take into account taxes that would be paid by an individual if they were working so that an individual on benefit does not make more remaining out of work;
- analyzing light duty process and procedures including, but not limited to, the third-party review process, current light duty standard, expand light duty to include medically appropriate assignments beyond current standard and eliminate inconsistencies in application of current standard;
- analysis and implementation of an agreed upon pilot PPO as soon as practicable after ratification. Includes addressing implementation issues and making 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 the

Employer or the 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 Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Overtime Denominator

Dear Mr. Powers,

The parties agree that as of April 1, 2019, the denominator for the calculation of overtime shall be 2,080 rather than 2,000 on a prospective basis. Such denominator change shall be applied prospectively once the basic annual salary increases are implemented.

Sincerely,

/s/ Michael Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Reductions in Force

Dear Mr. Powers,

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 Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Committee to Study Current Bidding Procedures while on Approved Leave

Dear Mr. Powers,

The parties agree to form a labor/management committee comprised of an equal number of representatives of GOER and NYSCOPBA to analyze and study the issue of current practices and procedures associated with employees' ability to bid and be awarded bids when on approved leaves. The parties agree that they will implement any agreed upon revisions to current practices and procedures.

Sincerely,

/s/ Michael Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Family Benefits/EAP

Dear Mr. Powers,

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 Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Reopener

Dear Mr. Powers,

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

Sincerely,

/s/ Michael Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Justice Center Proceeding

Dear Mr. Powers,

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 Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Inconvenience Pay

Dear Mr. Powers,

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

Sincerely,

/s/ Michael Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Paid Family Leave

Dear Mr. Powers,

The parties agree to continue discussions regarding 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 Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Side letter on Notice of Interrogation

Dear Mr. Powers,

The following shall serve to clarify and explain the parties' agreement with respect to modification of the Bill of Rights (K). The parties have agreed to the following language of the Bill of Rights (K).

Any employee who is subject to questioning by his/her Department's Inspector General's Office shall, whenever the nature of the investigation permits, be notified at least 24 hours prior to the interview. Such notification shall include facts sufficient to reasonably inform the employee of the particular nature of the investigation.

The purpose of the parties' agreement is to provide basic and specific information so that an individual has knowledge of the purpose of the interrogation and can prepare himself or herself for such interrogation so that such interrogation can be productive and the individual forthright.

The notice that must now be provided is not intended as "all encompassing" – meaning that it need not be so specific that it detail every aspect of the impending interrogation questioning nor is the notice intended to act as a "gotcha" to be used against management in the event that some of the questioning in the interrogation strays from the specific notice given. While every nuance of an interrogation is not required to be included with the notice of interrogation, the employer must give an employee prior notice of each of the major known subject matters of an interrogation

subject to Bill of Rights (K). That is the intent of the parties' agreement. For example, if the employer knows that questioning will concern time and attendance and cell phone use, notice should be given that the questioning will pertain to both.

The following examples are provided as examples of the *minimum amount* of specific notice required in questioning associated with the subject matters of the interrogation. The list is by no means exhaustive of the subject matters of interrogation that employees are subject to nor is it the only notice that can be given. Certainly, the employer is always free to provide more notice.

<i>Subject Matter</i>	<i>Example of Minimum Notice</i>
Use of force	Use of force on (date)
	Use of force involving (name of inmate)
	Use of force on (date) and (name of inmate) where subject of interrogation involved in multiple uses of force on same date
Off duty arrest	Off duty arrest on (date)
	Off duty arrest concern (reason(s) for arrest)
Violation of order of protection	Violation of order of protection on (date or dates)
	Violation of order of protection concerning (name of individual)
Sexual contact	Sexual contact with inmate (date – if known) or (range of dates)
Cell phone possession in facility	Cell phone possession on (date or dates) or (date range)
Cell phone use in facility	Cell phone use on (date or dates) or (date range)
Falsifying records	Category of record(s) and (date range)

These examples reflect common subjects of interrogation within the Department of Corrections and Community Supervision. For other agencies, these examples should be used as guidelines in developing notices appropriate for the various subjects of interrogation within those agencies.

If you agree, please counter-sign and date this letter and return to me. Please contact me with any questions in this regard.

Sincerely,

/s/ Michael Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Excessive Use of Force Training and Review

Dear Mr. Powers,

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 \$5,000,000 for the purpose of training in excessive use of force prevention during the term of this Agreement.

Sincerely,

/s/ Michael Volforte
Director

Mr. Michael Powers
President
NYS Correctional Officers and
Police Benevolent Association, Inc.
102 Hackett Boulevard
Albany, New York 12209

Re: Side letter on Empire Plan Prescription Drug Formulary

Dear Mr. Powers,

This letter will confirm the understandings reached by the parties during the negotiation of the 2016-2023 State/Security Services Unit Agreement regarding flexibility in the administration of the Empire Plan Prescription Drug Formulary.

Commencing with the plan-year beginning June 1, 2019, when deemed appropriate, the Empire Plan Prescription Drug Program Insurer/Pharmacy Benefits Manager (PBM) shall be permitted the following flexibility in the administration of the formulary:

- When clinically appropriate and financially advantageous to the Plan, the Insurer/PBM shall be allowed to place a brand name drug on Level 1, subject to the Level 1 copayment;
- Certain therapeutic categories of prescription drugs with two or more clinically sound and therapeutically equivalent Level 1 options, as determined by the Insurer/PBM, may not have a brand name drug in Level 2; and
- Access to one or more drugs in select therapeutic categories may be restricted (not covered) if the drug(s) has no clinical advantage over other generic and brand name medications in the same therapeutic class. Drugs considered to have no clinical advantage that may be excluded include any products that 1) contain an active ingredient available in or therapeutically

equivalent to another drug covered in the class; 2) contain an active ingredient which is a modified version of or are therapeutically equivalent to another covered Prescription Drug Product; or 3) are available in over-the-counter form or comprised of components that are available in over-the-counter form or equivalent.

All other Prescription Drug Program Formulary administrative processes remain unchanged.

Sincerely,

/s/ Michael Volforte
Director