

# 2021 – 2026 CSEA/NYS Tentative Agreement

	Current Contract	Tentative Agreement
<b>Article 7</b> <b>Compensation</b> General Salary Increase	<ul style="list-style-type: none"> <li>2016-17: 2% base salary increase retroactive to April 2016</li> <li>2017-18: 2% base salary increase retroactive to April 2017</li> <li>2018-19: 2% base salary increase</li> <li>2019-20: 2% base salary increase</li> <li>2020-21: 2% base salary increase</li> </ul> <p>*Cash Bonus paid to employees that are active as of the date of the signing of the Agreement who remain active during the first two contract years (includes employees who are on leave).            \$775 in first payroll period of 2013-14            \$225 in the first payroll period of 2014-15</p>	<ul style="list-style-type: none"> <li>2021-22: 2% base salary increase retroactive to April 2021</li> <li>2022-23: 2% base salary increase retroactive to April 2022</li> <li>2023-24: 3% base salary increase</li> <li>2024-25: 3% base salary increase</li> <li>2025-26: 3% base salary increase</li> </ul> <p>*4/1/23 Signing Bonus \$3K paid to employees who are on the payroll as of the date of ratification of the Agreement AND who remain active on the date of payment OR who retire from State service between those dates.</p>
Longevity Payment	<ul style="list-style-type: none"> <li>Longevity increases in 2019 and going forward:               <ul style="list-style-type: none"> <li>5 Year - <b>\$1,500</b></li> <li>10 Year - <b>\$3,000</b></li> <li><b>NEW 15 Year - \$4,500</b> in 2020 and going forward.</li> </ul> </li> <li>All longevity payments, <u>including or newly eligible employees</u>, are Triboroughed.</li> </ul>	<ul style="list-style-type: none"> <li>Effective 4/1/25, convert Longevity to years of service in CSEA bargaining-units at 12 yrs, 17 yrs, 22 yrs:               <ul style="list-style-type: none"> <li>12 Year - <b>\$1,500</b></li> <li>17 Year - <b>\$3,000</b> total</li> <li>22 Year - <b>\$4,500</b> total</li> </ul> </li> </ul>
ISU/OSU Compression (CSL 130.4)		Employees in titles where hiring rate was increased, shall receive \$1,000/26 pay period each year until job rate or promotion (reg tax; part of O/T calc). Language authorizing fix.
Winter Maintenance (OSU Art 51[d])	\$400	4/1/23 \$750
Special Assignment to Duty Pay	\$500	4/1/23 \$750
Hazardous Duty Pay	\$0.75/hr	4/1/23 \$.90/hr total; 4/1/24 \$1.00/hr total
Call out pay (OSU Article 51[f])	\$225, \$300, \$500	4/1/23 \$400/\$525/\$825
Location Pay		NYC+: April 1, 2023: \$3,087 April 1, 2024: \$3,400  Mid-Hudson: April 1, 2023: \$1,543 April 1, 2024: \$1,650
<b>Article 10</b> <b>Attendance and Leave</b>	12 Holidays  Exam within 20 working days	<ul style="list-style-type: none"> <li>Incorporate Juneteenth as an additional holiday (13 total)</li> </ul>
Productivity Enhancement Program	<ul style="list-style-type: none"> <li>Effective January 1, 2019 the dollar value will be increased to \$600 or \$1,200.</li> </ul>	Remove pilot program language from PEP; increase days allowed to be forfeited to four days (\$800) and eight days (\$1,600)
Maximum SL days carried	Employees may accumulate up to 200 days of SL credit.	Employees may accumulate up to 225 SL days
Family Sick/Bereavement	Employees shall be allowed to charge up to 25 days SL for family sick or bereavement	Employees shall be allowed to charge up to 30 days SL for family sick or bereavement
<b>Article 9</b> <b>HEALTH INSURANCE PREMIUM</b>  <b>PREMIUM STRUCTURE</b> <ul style="list-style-type: none"> <li>Individual</li> <li>Family</li> </ul> <i>Discussed 2-person premium 66% of CSEA with family health insurance would experience INCREASE family premiums approximately \$100 biweekly/\$2,600/year</i>	<ul style="list-style-type: none"> <li>Health Insurance Contribution Percentages</li> </ul> Individual Health Insurance <ul style="list-style-type: none"> <li>12% Grade 9 and below</li> <li>16% Grade 10 and above</li> </ul> Family Health Insurance <ul style="list-style-type: none"> <li>12%/27% Grade 9 and below</li> <li>16%/31% Grade 10 and above</li> </ul>	<p><b>NO change in percentage of employee premium contribution</b></p> <p><b>EMPIRE PLAN:</b>  <b>NO increases in network copayments</b>  <b>NO increases in prescription drug copayments</b>  <b>NO increases in hospital copayments</b>  <b>NO increases to deductibles or coinsurances</b></p>

	Current Contract	Tentative Agreement
<b>Empire Plan Hospital</b>		
<b>Infusion</b>	Infusions covered through the hospital, medical or Home Care Advocacy Program/CVS for homecare. Medical necessity review occurs and outpatient medical copayments and prescription drug copayments apply to services.	If infusion is requested in hospital outpatient setting, a Site of Care review may occur by the hospital carrier (depending on the medication). <ul style="list-style-type: none"> <li>• <b>Hemophilia and oncology drugs are excluded from the program.</b></li> <li>• No copayment for infusion in hospital outpatient setting</li> <li>• When program becomes effective, medical and prescription drug copayments will be waived for enrollees receiving specific infusions in alternative sites of care. <ul style="list-style-type: none"> <li>• July 1, 2023, program begins with Remicade infusions.</li> <li>• January 1, 2024, or as soon as practicable, Site of Care program is expanded to the Hospital Program's Site of Care drug list.</li> </ul> </li> </ul>
<b>Outpatient Surgery</b>	Outpatient surgery covered through the hospital, doctors' office or ambulatory surgery center. Medical necessity review occurs, and outpatient medical copayments apply to services.	<ul style="list-style-type: none"> <li>• NO change</li> <li>• NO Site of Care for Surgery</li> </ul>
<b>Medical</b>	<ul style="list-style-type: none"> <li>• \$25 copayment office visit/office surgery</li> <li>• \$25 copayment diagnostic/radiology</li> <li>• Multiple copayments</li> <li>• Same Provider Same Day</li> </ul>	<ul style="list-style-type: none"> <li>• SINGLE \$25 copayment per visit for ALL covered medical services provided during the visit and billed by a network provider.</li> </ul>
<b>Network copayments</b>		
<b>Acupuncture Services</b>	No specific contract language. Covered based on medical necessity	<ul style="list-style-type: none"> <li>• Network acupuncture services continue to be unlimited and based on medical necessity.</li> <li>• Effective July 1, 2023, out-of-network acupuncture will be limited to 20 visits per calendar year.</li> </ul>
<b>Massage Therapy Services</b>	No specific contract language. No network of massage therapists. Covered based on medical necessity and subject to cost sharing of out-of-network.	<ul style="list-style-type: none"> <li>• Effective July 1, 2023, out-of-network massage therapists will be limited to 20 visits per calendar year.</li> </ul> <i>This limit does not include massage therapy provided by a physical therapist.</i>
<b>Empire Plan Telemedicine Program</b>	The JCHB will investigate and develop a Pilot Telemedicine Program.	The Pilot Telemedicine Program will become a permanent offering effective January 1, 2023. Enrollees continue \$0 cost share for Medical and Mental Health telemedicine program.
<b>Sleep Disorder Telemedicine Program</b>	No specific contract language.	Develop through the Joint Committee a voluntary telemedicine program for sleep disorders.
<b>Network Out-of-Pocket (OOP)</b>	New to contract language since previous Network OOP max established by the Affordable Care Act.  Network OOP – Enrollee network cost sharing is CAPPED at OOP max. Once OOP max reached, network benefits paid-in-full.	Effective January 1, 2023 <ul style="list-style-type: none"> <li>• Maximum OOP limit - NETWORK</li> <li>• \$4,000 individual (\$2,600/\$1,400)</li> <li>• \$8,000 family (\$5,200/\$2,800)</li> </ul> Effective January 1, 2025 <ul style="list-style-type: none"> <li>• Network OOP limit to increase in accordance with the Across the Boards from previous April.</li> </ul>
<b>Mastectomy Brassieres</b>	Covered benefit when prescribed by physician and subject to out-of-network deductible and coinsurance.	Effective July 1, 2023 Mastectomy bras shall be a covered in full benefit, no cost-share and not subject to deductible and coinsurance.
<b>Prescription Drug Language Update</b>	Contract language not detailed	Memorialize current availability of prescription drug appeals and clarify current prescription drug coverage in contract.
<b>Adult Routine Vaccines</b>	Contract language not detailed	Memorialize current vaccinations available at no cost through the Empire Plan
<b>Infertility</b>	Contract language not detailed	Memorialize recent legislation to note current benefits within contract
<b>Out-of-Network (OON)</b>	<i>3-8% of CSEA members utilize out-of-network for primary care and specialists</i>	
<b>Deductible (OON)</b>	\$1,250 (per EE, Spouse & all children)	<ul style="list-style-type: none"> <li>• NO change to OON deductible</li> </ul>
<b>Out-of-Pocket Coinsurance Max</b>	\$3,750 (per EE, Spouse & all children)	<ul style="list-style-type: none"> <li>• NO change to OON out-of-pocket maximum</li> </ul>

	<b>Current Contract</b>	<b>Tentative Agreement</b>
<b>Allowed Charge for Out-of-Network Medical and Mental Health Providers</b>	Current out-of-network allowed amount for non-participating providers is based on Usual and Customary - 90% of FAIR health.	Effective July 1, 2023, the out-of-network allowed amount for non-participating providers will be 275% of the Medicare allowance.
<b>Joint Committee on Health Benefits</b> <b>Center of Excellence (COE) for Substance Use</b>	Not current benefit	<ul style="list-style-type: none"> <li>Develop voluntary MHSU COE through Joint Committee; includes paid in full services and travel/lodging allowance.</li> </ul>
<b>Center of Excellence (COE) for Spinal and Orthopedic Surgeries</b>	Not current benefit	<ul style="list-style-type: none"> <li>Develop through Joint Committee; voluntary Center of Excellence (COE) for spinal and orthopedic surgeries.</li> </ul>
<b>Debit Card for Flexible Spending Account</b>	Work through the Joint Committee to establish a direct debit or electronic submission to enhance Medical Flexible Spending Account	<ul style="list-style-type: none"> <li>Debit was implemented during contract term. Agree to continue to offer direct debit and electronic submission</li> </ul>
<b>Article 30 Employee Benefit Fund</b>	<ul style="list-style-type: none"> <li>4/1/2016: Current funding</li> <li>4/1/2017: Current funding</li> <li>4/1/2018: \$1,140 per person per year</li> <li>4/1/2019: \$1,184 per person per year</li> <li>4/1/2020: \$1,232 per person per year</li> </ul>	<p>4/1/2021: 0%; \$308 per member, per quarter  4/1/2022: 0%; \$308 per member, per quarter  4/1/2023: 3% increase; \$317 per member, per quarter  4/1/2024: 3% increase; \$327 per member, per quarter  4/1/2025: 3% increase; \$337 per member, per quarter and Triborough</p>
<b>ISU Article 46 – Continuous Hours of Work ISU Article 46 Continued</b>	<ul style="list-style-type: none"> <li>The parties agreed to pay direct care employees in OMH and OPWDD <b>double time</b> for mandatory OT for hours worked over 16 hours.</li> <li>State and CSEA will form a labor-management committee to address and review voluntary, mandatory and extreme overtime.</li> </ul>	An employee of OPWDD or OMH in a direct care title who actually works 16 consecutive hours and then is mandated to work additional time beyond that 16 hours (up to 24 hours), which then abuts their regularly scheduled shift (24 to 32 hours) such that they are told they must go home for that eight-hour shift shall be paid without charge to accruals for that shift.
<b>Article 4 Employee Organization Rights</b>	<ul style="list-style-type: none"> <li>Article 4.89(c) – Granting EOL subject to reasonable operating needs of the State. Agency must first discuss the intended denial with the Director of OER or their designee.</li> </ul>	Agency must first discuss the intended denial with the Director of OER or their designee.
<b>Article 11 Workers’ Compensation</b>	<ul style="list-style-type: none"> <li>Committee responsible to develop: a system for collecting data from each agency and facility regarding injuries and claims; recommendations to improve benefit administration and; implement injury prevention strategies.</li> </ul>	Pilot Program adding Special Task Force on Human Hazards
<b>Article 15 Safety and Health</b>	<ul style="list-style-type: none"> <li>New 15.2(d)(7) funding to support Workers’ Compensation Committee</li> </ul>	Pilot Program adding ability to provide technical assistance and advice for agency labor management committees.
<b>Article 18 Review of Personal History Folder</b>	<ul style="list-style-type: none"> <li>With the exception of disciplinary actions, personnel transactions and work performance ratings, any material in the personal history folder of an adverse nature over two years old shall, upon the employee’s written request, be removed from the personal history folder</li> <li>The parties agreed to meet and confer as appropriate over planned move from paper to electronic personal history folders.</li> </ul>	<p>At the discretion of the appointing authority, the PHF shall be in hard copy or electronic format.</p> <p>When the file is to be transmitted electronically, no leave without charge to accruals will be provided to review the PHF.</p>
<b>Article 24 Out-of-Title Work</b>	§24.2 The term “temporary emergency” shall mean a non-recurring situation or circumstance of limited duration which might impair the agency’s goals, interfere with the proper discharge of its responsibilities or present a clear danger to persons or property. An emergency exceeding 60 calendar days shall not be considered to be a temporary emergency, and upon the expiration of such 60 calendar days the employee shall be returned to his or her proper employment.	Pilot program to track OOT at SUNY, DOT, OCFS, DOCCS, OPWDD, and OMH, and to explore modifying the current system. Grievances may be advanced to Step 3

	<b>Current Contract</b>	<b>Tentative Agreement</b>
<b>Article 27</b> <b>Distribution of Overtime</b> Skip Remedy	<ul style="list-style-type: none"> <li>Arbitrator only has authority to order equal amount of O/T to skipped employee, when it is next available.</li> </ul>	OSU only 27.2 ... the employee skipped shall be allowed to work the next available overtime equivalent to the amount of over-time worked by the employee for whom he or she was skipped. <b><u>However, at such skipped or denied employee's option they may await a comparable shift and work assignment.</u></b> <p style="text-align: center;">* * *</p> <b><u>Instances of repeated occurrences of an employee being "skipped" for overtime shall be brought to the attention of management at the Step 1 level of the grievance procedure.</u></b>
<b>Article 33</b> <b>Discipline and Interrogation</b>	<ul style="list-style-type: none"> <li>documents provided to the union during the expedited review process can be shared with CSEA, Inc.</li> <li>Side letter – Meet bi-annually to review issues arising from decisions issued by time and attendance umpires and disciplinary arbitrators and to discuss general issues of concern regarding compliance with provisions of Article 33.</li> </ul>	Remove reference to "tape" from 33.4(d) Add New 33.3(f)(10) Adjournments of cases under the Expedited Resolution process can only be granted by OER and CSEA headquarters. This includes cases where the grievant or management doesn't appear for its scheduled hearing.
<b>Article 40</b> <b>Performance Evaluations</b>	Evaluations are paper based.	The State has the right, upon notice to CSEA, to move employees from paper-based performance evaluation system to electronic performance evaluation system.  Unscheduled absences from work at the beginning, middle and/or end of the performance evaluation cycle, can impact the rating due to operational need to reassign work to other staff
<b>Contract Funding for Labor Management Committees ("LMCs")</b>	Funding allocations for the term of the CBA in each Article: 2% increase in funding each year for contract years 2016-17 through 2020-21.	Arts 9, 14, 15, 33, 40: 0% 4/2/21 2% 4/2/22 2% 4/2/23 2% 4/2/24 2% 4/2/25 and Triborough  Perf. Eval and Employment Security 2%/yr CBA  Other LMCs 0%, 0%, 2%, 2%, 2% and Triborough
OSU <b>Article 49 Work Clothing</b>  <b>Article 49 Tool Insurance</b>	<ul style="list-style-type: none"> <li>Two percent increase in funding each year for contract years 2016-17 through 2020-21.</li> </ul> (\$65)	4/1/23 \$78  Tool replacement pilot. Not tied to Art 43 personal property damage max. Increase 2%/yr 2021-2022: \$179 2022-2023: \$182 2023-2024: \$186 2024-2025: \$189 2025-2026: \$193

	<b>Current Contract</b>	<b>Tentative Agreement</b>
<b>ASU Article 29 – Work Related Clothing</b>	<ul style="list-style-type: none"> <li>Effective in fiscal year 2019-2020 employees in eligible titles will receive \$58 per fiscal year to provide work-related clothing. (\$58)</li> </ul>	<ul style="list-style-type: none"> <li>4/1/23 \$70</li> </ul>
<b>ISU 49.1 Uniform Maintenance 49.2 Work related clothing</b>	<ul style="list-style-type: none"> <li>\$68/\$88</li> <li>\$58</li> </ul>	<ul style="list-style-type: none"> <li>4/1/23 \$82/\$106</li> <li>4/1/23 \$70</li> </ul>
<b>DMNA Article 39 Clothing</b>	<ul style="list-style-type: none"> <li>\$52</li> </ul>	<ul style="list-style-type: none"> <li>4/1/23 \$62</li> </ul>
<b>Article 43 (DMNA Article 40) Personal Property Damage</b>	<ul style="list-style-type: none"> <li>\$350</li> </ul>	<ul style="list-style-type: none"> <li>0% 4/2/21</li> <li>2% 4/2/22</li> <li>2% 4/2/23</li> <li>2% 4/2/24</li> <li>2% 4/2/25</li> </ul>
<b>Article 20 Layoffs in Non-Competitive and Labor Classes</b>	<ul style="list-style-type: none"> <li>20.3 Permanent non-competitive class employees with one year of continuous service immediately prior to layoff shall be accorded the same rights at layoff as well as placement roster, preferred list and reemployment rights roster, as employees covered by State Civil Service Law Sections 75.1(c), 80-a, 81, 81-a and 81-b. Labor class employees who meet these criteria in the labor class shall be accorded the same rights.</li> </ul>	<ul style="list-style-type: none"> <li>20.3 Permanent non-competitive class employees with one year of continuous service <b><u>A person serving on a permanent basis in a non-competitive class position</u></b> immediately prior to layoff shall be accorded the same rights at layoff as well as placement roster, preferred list and reemployment rights roster, as employees covered by State Civil Service Law Sections 75.1(c), 80-a, 81, 81-a and 81-b. Labor class employees who meet these criteria in the labor class shall be accorded the same rights.</li> </ul>
<b>Temporary and Seasonal Employees</b>	<ul style="list-style-type: none"> <li>A committee is established to review the current state practice of employing temporary and seasonal employees paid on a per diem or hourly basis working for durations longer than temporary or seasonal as defined by Civil Service Law. The parties agree to discuss offering permanent employment to temporary and seasonal employees if otherwise qualified where needed to perform full-time, ongoing duties.</li> </ul>	<p>Within 120 days of ratification, convene a committee to look at temp issues at OGS.</p> <p>Effective April 1, 2023, and every year thereafter, OER will provide CSEA with a list of all CSEA-represented temporary, hourly, or seasonal employees, which will contain: name, title, agency, date of first appointment, and hours worked during the past three fiscal years.</p> <p>Remove Article 14 as an excluded benefit for Temps/Seasonals.</p>
<b>Term of the Agreement</b>	<ul style="list-style-type: none"> <li>Five Years – April 2, 2016 – April 1, 2021</li> </ul>	<ul style="list-style-type: none"> <li>Five Years - April 2, 2021 - April 1, 2026</li> </ul>
<b>Side Letters</b>		<ul style="list-style-type: none"> <li>For any Article that has a side letter, such shall be noted by an asterisk in the TOC; behind the TOC there shall be a listing of all Side Letters.</li> </ul>

# 2021 – 2026 CSEA/NYS Tentative Agreement

New contract language is underlined and bolded. Deleted contract language is crossed out.

## \$4.8 Leave for Internal Union Affairs

(a)(1) The State shall grant a total of 750 workdays of employee organization leave during each year of the Agreement to CSEA as a whole (Administrative, Division of Military and Naval Affairs, Institutional and Operational Units) for the use of employees attending internal CSEA committee and Board meetings. Within 30 days of the execution of this Agreement, CSEA shall provide the State with a list of committees and boards in the categories described above, along with the names and work locations of employees appointed to those committees and boards. Only employees so designated shall be entitled to authorized employee organization leave and only for the committees and boards provided as required above. CSEA shall notify the State in writing of any addition or deletion of committees and boards and/or employees assigned to those committees or boards. Failure to notify the State accordingly can result in the forfeiture of use of employee organization leave for the desired purpose at the State's discretion.

In the event that CSEA exceeds the 750 workday employee organization leave maximum described herein, CSEA shall reimburse the State for the actual cost of the involved employee(s)' salary. Employee organization leave shall be granted for one (1) delegate meeting per year, not to exceed five (5) days' duration. In addition, reasonable travel time shall be granted for such meetings.

(2) Present methods and procedure for approving applications for attendance at such meetings described in (1) and (2) above shall continue unchanged.

(b) A reasonable number of employees serving on CSEA statewide negotiating teams shall be granted employee organization leave, including reasonable time for preparation and travel time, for the purpose of negotiating with representatives of the State.

(c) Employee organization leave pursuant to subdivision (a) of this section may not be granted unless CSEA provides to the Director of the Governor's Office of Employee Relations or the Director's designee at least five (5) days advance notice of the purpose and dates for which such leave is requested and the names and workstations of the employees for whom such leave is requested. The granting of such leave shall be subject to the reasonable operating needs of the State. Should an agency need to deny leave requested under 4.8(a)(2) due to reasonable operating needs, that agency must first discuss the intended denial with the Director of OER or their designee.

## Article 7

### Compensation

The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to provide the benefits described below:

### \$7.1 Salary Increases

(a) Effective on the dates indicated below, the basic annual salary of employees in full-time employment status immediately prior to each applicable date shall be increased by two (2.0) percent and the appropriate salary schedule shall be amended by increasing the hiring rate and the job rate of each grade by two (2.0) percent, dividing the difference between the increased hiring and job rates by seven, rounded to the nearest dollar, to determine the value of each increment, and adding seven increments in that amount to the hiring rate. The new job rate shall be the amount that results from the addition of seven increments to the hiring rate. Employees whose salaries were at the hiring rate, any of the six steps, or the job rate immediately prior to the increase in the schedule shall be accorded the benefit of the two (2.0) percent increase by receiving a salary equal to the new hiring rate, corresponding step, or job rate, respectively, as provided on the appropriate yearly salary schedule as delineated in Appendix I.

Fiscal Year	Administration Payroll	Institution Payroll
2021-2022	April 1, 2021	March 25, 2021
2022-2023	March 31, 2022	April 7, 2022

(b) Effective on the dates indicated below, the basic annual salary of employees in full-time employment status immediately prior to each applicable date shall be increased by three (3.0) percent and the appropriate salary schedule shall be amended by increasing the hiring rate and the job rate of each grade by three (3.0) percent, dividing the difference between the increased hiring and job rates by seven, rounded to the nearest dollar, to determine the value of each increment, and adding seven increments in that amount to the hiring rate. The new job rate shall be the amount that results from the addition of seven increments to the hiring rate. Employees whose salaries were at the hiring rate, any of the six steps, or the job rate immediately prior to the increase in the schedule shall be accorded the benefit of the three (3.0) percent increase by receiving a salary equal to the new hiring rate, corresponding step, or job rate, respectively, as provided on the appropriate yearly salary schedule as delineated in Appendix I.

Fiscal Year	Administration Payroll	Institution Payroll
2023-2024	March 30, 2023	April 6, 2023
2024-2025	March 28, 2024	April 4, 2024
2025-2026	March 27, 2025	April 3, 2025

### \$7.2 Payments Above the Job Rate

#### (a) Five-Year Longevity Payments FY 21-22 through 24-25

Each employee who as of March 31 or September 30 of each year has completed five years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary rate equal to or higher than the job rate of the employee's salary grade, and has attained a performance rating of "satisfactory" or its equivalent, shall receive a five-year longevity payment pursuant to (d) below.

#### (b) Ten-Year Longevity Payments FY 21-22 through 24-25

Each employee who as of March 31 or September 30 of each year has completed ten years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary rate equal to or higher than the job rate of the employee's salary grade, and has attained a performance rating of "satisfactory" or its equivalent, shall receive a five-year longevity payment and a ten-year longevity payment pursuant to (d) below.

#### (c) Fifteen-Year Longevity Payments FY 21-22 through 24-25

Each employee who as of March 31 or as of September 30 of each year has completed fifteen years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law at a basic annual salary rate equal to or higher than the job rate of the employee's salary grade, and has attained a performance rating of "satisfactory" or its equivalent, shall receive a five-year longevity payment, ten-year longevity payment and fifteen-year longevity payment pursuant to (d) below.

#### (d) Longevity Amounts

Effective Date	Five-Year Longevity Payment	Ten-Year Longevity Payment	Fifteen-Year Longevity Payment
FY 2016-2017	\$1,250	\$1,250	\$0
FY 2017-2018	\$1,250	\$1,250	\$0
FY 2018-2019	\$1,250	\$1,250	\$0
FY 2019-2020	\$1,500	\$1,500	\$0
FY 2020-2021			
<b>21-22 through 24-25</b>	\$1,500	\$1,500	\$1,500

#### (a) Twelve-Year Longevity Payments

Each employee who as of March 31 or September 30 of FY 2025-26 and has completed 12 years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law in a statewide CSEA bargaining unit, and has attained a performance rating of

"satisfactory" or its equivalent, shall receive a 12-year longevity payment pursuant to (d) below.

#### (b) Seventeen-Year Longevity Payments

Each employee who as of March 31 or September 30 of FY 2025-26 and has completed 17 years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law in a statewide CSEA bargaining unit, and has attained a performance rating of "satisfactory" or its equivalent, shall receive a 12-year longevity payment and a 17-year longevity payment pursuant to (d) below.

#### (c) Twenty-two-Year Longevity Payments

Each employee who as of March 31 or as of September 30 of FY 2025-26 and has completed 22 years or more of continuous service as defined by Section 130.3(c) of the Civil Service Law in a statewide CSEA bargaining unit, and has attained a performance rating of "satisfactory" or its equivalent, shall receive a 12-year longevity payment, 17-year longevity payment and 22-year longevity payment pursuant to (d) below.

#### (d) Longevity Amounts

Effective Date	Five-Year Longevity Payment	Ten-Year Longevity Payment	Fifteen-Year Longevity Payment
FY 2025-2026	\$1,500	\$1,500	\$1,500

#### (e) Longevity Payments

(1) Longevity payments shall be lump-sum, non-recurring payments in the amount set forth in (d) above. Employees in full-time status as of March 31, or a pro rata share of that amount for employees in part-time employment status on that date, who meet the eligibility requirements as stated above, shall be paid in April or as soon as practicable.

(2) Employees in full-time status as of September 30 or a pro rata share of that amount for employees in part-time employment status on that date, who meet the eligibility requirements as stated above, shall be paid in October or as soon as practicable.

#### (f) Employees on Leave

(1) Employees otherwise eligible to receive longevity payments who, on the March 31 or September 30 eligibility date, as applicable, are on authorized leave of absence without pay (preferred list, military leave, workers' compensation leave, or approved leave of absence) shall, if they return to active payroll status within one year of the March 31 or September 30 eligibility date, as applicable, be eligible for such payment in full if in full-time status immediately prior to such leave or shall be eligible for a pro rata share of such payment if in part-time employment status immediately prior to such leave.

#### (g) Longevity Payments – No Successor Agreement

During a period where no successor agreement is in place, an employee who on or prior to expiration of the agreement has completed or who after expiration completes either five, ten, or fifteen years of continuous service, as defined by Section 130.3(c) of the Civil Service Law, at a basic annual salary rate equal to or higher than the job rate of the employee's salary grade and has attained a performance rating of "satisfactory" or its equivalent, shall receive the associated longevity payment in either April or October following the date they reach the eligible years of service.

### \$7.3 Movement from Hiring Rate to Job Rate

(a) Employees who complete one (1) year of service in full-time employment status at a basic annual salary rate which is below the job rate of their salary grade, whose performance at the completion of each year of service is rated at least "satisfactory" or its equivalent, shall be eligible to receive an increment advance.

For the purpose of determining the date upon which the year of service is completed, any pay period for which the employee was on leave without pay or on leave with less than full pay for the full payroll period will not be counted.

(b) Increment advances will be payable to eligible employees on April 1 or October 1 of the fiscal year immediately following completion of each year of service in grade. Increment advances shall be an amount equal to

one-seventh of the difference between the hiring rate and the job rate of the grade. Employees hired or promoted on or after April 2 and through October 1 will have an increment anniversary date of October 1. Employees hired or promoted on or after October 2 and through April 1 will have an April 1 increment anniversary date. All hired or promoted employees will be required to serve at least one year before receiving their increment. Once the increment is received, subsequent increments will begin on the appropriate increment anniversary date of either October 1 or April 1. The creation of a second increment anniversary date will continue the practice that all employees will serve at least one year before the increment is paid but no employee will wait longer than one and one-half years.

(c) An employee's salary may not exceed the job rate as a result of an increment advance.

#### §7.4 Promotions

(a) Employees who are promoted, or otherwise advanced to a higher salary grade will be paid at the hiring rate of the higher grade or will receive a percentage increase in basic annual salary determined as indicated below, whichever results in a higher salary. Effective April 1, 2020, for purposes of determining the basic annual salary of an employee, basic annual salary shall mean an employee's current salary received in the 12 months preceding the promotion plus any lump sum longevities received in the 12 months preceding the promotion.

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%

**Beginning April 1, 2025, please refer to the side letter entitled Promotional Calculation April 1, 2025 for the appropriate promotional calculation.**

#### (b) Reallocations and Reclassifications

Employees in positions which are reallocated or reclassified to a higher salary grade will receive an increase in pay determined in the same manner as described for promotions except that in the event of reallocation, the new salary shall not exceed the second longevity step.

#### §7.5 Movement Between Salary Grades

For those employees who move between salary grades, service in a higher salary grade will be creditable toward the service in grade requirement for an increment advance in a lower salary grade; service in a lower salary grade will not be creditable for an increment advance in a higher salary grade.

#### §7.6 Movement to a Lower Salary Grade

(a) Non-permanent employees who move to a lower salary grade will be placed at a rate in the lower grade which corresponds to their combined increment advance in both the higher and lower salary grades.

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

#### §7.7 Applicability

(a) Section 7.1 above shall apply on a pro rata basis to employees paid on an hourly or per diem basis or on any basis other than at an annual rate, or to employees paid on a part-time basis. Such sections shall not apply to employees paid on a fee schedule.

(b) Sections 7.2, 7.3, 7.4, 7.5, and 7.6 shall apply on a pro rata basis as appropriate to employees paid on an hourly or per diem basis or on any basis other than at an annual rate, or to employees paid on a part-time basis. The above provisions shall not apply to employees paid on a fee schedule.

#### §7.8 Recall and Inconvenience Pay

(a) Except as otherwise hereinafter specifically provided, the present recall pay program will be continued. There shall be no assignment of routine or non-emergency duties or other "make work" in order to avoid

the payment of recall pay.

(b) Effective April 5, 2007 for employees on the Administrative payroll and March 29, 2007 for employees on the Institutional payroll, the present inconvenience pay program will be \$575 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, will be continued as provided in Chapter 333 of the Laws of 1969 as amended.

#### §7.9 Downstate Adjustment

(a) Eligible employees in New York City, Nassau, Rockland, Suffolk and Westchester Counties will receive a Downstate Adjustment in addition to their basic annual salary. Effective October 1, 2008 the amount of the Downstate Adjustment shall be \$3,026, **effective April 1, 2023 it shall be \$3087, and effective April 1, 2024 it shall be \$3400.**

(b) Eligible employees in Orange, Dutchess, and Putnam Counties will receive a Mid-Hudson Adjustment in addition to their base annual salary. Effective October 1, 2008, the amount of the Mid-Hudson Adjustment shall be \$1,513, **effective April 1, 2023 it shall be \$1543, and effective April 1, 2024 it shall be \$1650.**

(c) 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.

#### §7.10 Holiday Pay

(a) Any employee who is entitled to time off with pay on days observed as holidays by the State as an employer will receive at the employee's option additional compensation for time worked on such days or compensatory time off. Such additional compensation, except as noted in 7.10(d) below, for each such full day worked will be at the rate of 1/10 of the employee's bi-weekly rate of compensation. Such additional compensation for less than a full day of such work will be prorated. Such rate of compensation will include geographic, location, inconvenience, shift pay and the downstate adjustment as may be appropriate to the place or hours worked. In no event will an employee be entitled to such additional compensation or compensatory time off unless the employee has been scheduled or directed to work.

(b) An employee electing to take compensatory time off in lieu of holiday pay shall notify the appropriate payroll agency in writing between April 1 and June 15 in the first year of the Agreement of the employee's intention to do so with the understanding that such notice constitutes a waiver for the term of this Agreement of the employee's right to receive additional compensation for holidays worked; provided, however, that an employee shall have the opportunity to revoke such waiver or file a waiver, if the employee has not already done so, by notifying the appropriate payroll agency in writing between April 1 and May 15 in the second, third, fourth and fifth year of this Agreement of the employee's revocation or waiver, in which event such revocation or waiver shall remain in effect for the remainder of the term of this Agreement.

(c) An employee who is called in to work during his or her regularly scheduled hours of work, regardless of the length of the employee's regular work shift, on a day observed as a holiday by the State as an employer and which is a day other than the employee's pass day shall receive one-half day's additional compensation at straight time or one-half day's compensatory time off, as appropriate, in accordance with his or her election of holiday pay waiver. The daily rate of compensation shall be the rate of 1/10 of the bi-weekly rate of compensation and shall include geographic, location, inconvenience, shift pay and the downstate adjustment as may be appropriate to the place or hours normally worked. There shall be no assignment of routine or non-emergency duties or other "make work" in order to avoid the payment of holiday call-in pay.

(d) Any employee, who is entitled to time off with pay on days observed as the Thanksgiving Day or Christmas Day holidays by the State as an employer, will receive at the employee's option additional compensation for time worked on such days or holiday compensatory time off.

Such additional compensation for each such full day worked will be at the rate of 3/20 of the employee's bi-weekly rate of compensation. Such additional compensation for less than a full day of such work will be prorated. Such rate of compensation will include geographic, location, inconvenience, shift pay and the downstate adjustment as may

be appropriate to the place or hours worked.

Holiday compensatory time credited for time worked on such days shall be calculated at the rate of time and one half. The maximum number of hours of holiday compensatory time credited for work on such days is 11.25 for 7.5 hours worked or 12 hours for 8 hours worked.

In no event will an employee be entitled to such additional compensation or holiday compensatory time off unless he or she has been scheduled or directed to work.

#### §7.11 Payment of Salary

(a) The "lag payroll" instituted in the 1982-85 Agreement shall remain in effect. 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.

(b) The salary deferral program instituted by legislative action in 1990, and implemented in 1991, shall remain in effect. Employees shall recover monies deferred under this program at the time they leave State service, pursuant to the provisions of Chapter 947 of the Laws of 1990, as amended by Chapter 702 of the Laws of 1991.

(c) Employees newly added to the payroll shall have five days of salary deferred pursuant to the provisions of Chapter 947 of the Laws of 1990, as amended by Chapter 702 of the Laws of 1991.

#### §7.12 Hazardous Duty Pay

Eligible employees shall be paid a hazardous duty differential of \$0.75 per hour effective April 2, 2007, **\$0.90 per hour effective April 1, 2023, and \$1.00 per hour effective April 1 2024** pursuant to the provisions of Civil Service Law Section 130.9.

#### Article 9

##### Health Insurance

§9.1 (a) The State shall continue to provide all the forms and extent of coverage as defined by the contracts in force on March 31, ~~2016~~ **2021** with the State's health insurance carriers unless specifically modified by this Agreement.

(b) The State shall provide toll-free telephone service at the Department of Civil Service Health Insurance Section for information and assistance to employees and dependents on health insurance matters.

##### §9.2 Empire Plan Hospitalization

###### 1. Network Coverage

(a) Covered inpatient services received at a network hospital will be paid in-full. ~~Effective January 1, 2019, an~~ Admission to a skilled nursing facility will be covered up to 120 days of medically necessary care. Each day in a skilled nursing facility counts as one-half benefit day of care. Covered outpatient services (outpatient lab, x-ray, etc. and emergency room) received at a network hospital will be subject to the appropriate copayment.

(b) The copayment for emergency room services will be ~~\$60~~ **\$90**. ~~Effective January 1, 2019, the emergency room copayment will be \$90.~~ Charges for outpatient laboratory and diagnostic services and urgent care centers covered by the hospital contract will be subject to a ~~\$30~~ **\$40** copayment. ~~Effective January 1, 2019, the outpatient laboratory and diagnostic services and urgent care centers covered by the hospital contract will be \$40.~~ Charges for outpatient surgery services covered by the hospital contract will be subject to a ~~\$40~~ **\$75** copayment per outpatient visit. ~~Effective January 1, 2019, the copayment for outpatient surgery services covered by the hospital contract will be \$75.~~ These hospital outpatient copayments 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, or hemodialysis. The copayment for pre-admission testing/pre-surgical testing prior to an inpatient admission will be waived. Hospital outpatient physical therapy visits will be subject to the same copayment in effect for physical therapy visits under the Managed Physical Network Program.

(c) Current coverage for services provided in the outpatient department of a hospital will be expanded to include services provided in a remote

location of the hospital (hospital owned and operated extension clinics). Emergency care provided in such remote location of the hospital will be subject to the \$60 ~~\$90~~ copayment. Effective January 1, 2019, the copayment for emergency care provided in such remote location of the hospital will be \$90. Charges for outpatient laboratory and diagnostic services and urgent care center visits provided in such remote location of the hospital will be subject to a \$30 ~~\$40~~ copayment. Effective January 1, 2019, the copayment for outpatient laboratory and diagnostic services and urgent care centers provided in such remote location of the hospital will be \$40. Outpatient surgery services provided in such remote location of the hospital will be subject to a \$40 ~~\$75~~ copayment per outpatient visit. Effective January 1, 2019, the copayment for outpatient surgery in a remote location of the hospital will be \$75.

(d) Charges for the attending hospital emergency room physician and providers who administer or interpret radiological exams, laboratory tests, electrocardiograms and pathology services directly associated with the covered hospital emergency room care for a medical emergency will be reimbursed under the participating provider or the basic medical program not subject to deductible or coinsurance when such services are not included in the hospital facility charge.

(e) The Empire Plan will continue to provide a voluntary "Centers of Excellence Program" for organ and tissue transplants. The Centers will be required to provide pre-transplant evaluation, hospital and physician service (inpatient and outpatient), transplant procedures, follow-up care for transplant-related services as determined by the Center and any other services as identified as part of an all-inclusive global rate. A travel allowance for transportation and lodging will be included as part of the Centers of Excellence Program. The Joint Committee on Health Benefits will work with the State and Empire Plan carriers to provide ongoing oversight of this benefit.

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

## 2. Non-Network Coverage

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

- Covered inpatient services received at a non-network hospital will be reimbursed at 90% of charges. Covered expenses for hospital services will be included in the combined coinsurance maximum set forth in section 9.5(b) of the Agreement.
- Covered outpatient services received at a non-network hospital will be reimbursed at 90% of charges or a \$75 copayment, whichever is greater. The non-network outpatient coinsurance will be applied toward the annual coinsurance maximum.
- Services received at a non-network hospital will be reimbursed at the network level of benefits under the following situations;
  1. Emergency outpatient/inpatient treatment;
  2. Inpatient/outpatient treatment only offered by a non-network hospital;
  3. Inpatient/outpatient treatment in geographic areas where access to a network hospital exceeds 30 miles;
  4. Care received outside of the United States; and
  5. When another insurer, including Medicare is providing primary coverage.
- Once the annual coinsurance maximum has been met, coverage for inpatient services are paid in full and coverage for outpatient services shall be subject to the same copayments as those in effect under the network level of benefits.

## 3. Site of Care Redirection Program for Infusions

**(a) Effective July 1, 2023, the Empire plan will implement a Site of Care (SOC) Redirection Program for infusions. Drugs used to treat cancer and hemophilia are excluded from this program. This program will apply to Empire Plan primary members only.**

**(b) The Site of Care Redirection Program for Infusions shall be administered pursuant to the Site of Care Redirection Program for Infusions sideletter. The Joint Committee will meet regularly to discuss the rollout of the program and jointly oversee the implementation and administration of the program, including how access to care and medical concerns will be addressed.**

**(c) Upon implementation, the medical or prescription drug copayments associated with infusions under the Site of Care Redirection Program will be waived when the enrollee uses a non-hospital infusion site of care.**

## \$9.3 Empire Plan Medical/Surgical

The Empire Plan shall include medical/surgical coverage through use of participating providers who will accept the Plan's schedule of allowances as payment in full for covered services. Except as noted below, benefits will be paid directly to the provider at 100% of the Plan's schedule not subject to deductible, coinsurance, or annual/lifetime maximums. Preventive care services as established by the 2010 Federal Patient Protection and Affordable Care Act will be covered in full when an individual utilizes a Participating Provider.

(a) Office visit charges by participating providers will be subject to a \$20 ~~\$25~~ copayment per covered individual. Effective January 1, 2019, the copayment for office visit charges by participating providers will be \$25. Office visit charges by participating providers for well child care, including routine pediatric immunizations, will be excluded from the office visit copayments.

(b) Charges by participating providers for professional services for allergen immunotherapy in the prescribing physician's office or institution will be excluded from the office visit copayment.

(c) All covered outpatient surgery procedures performed by a participating provider during a visit will be subject to a \$20 ~~\$25~~ copayment per covered individual. Effective January 1, 2019, the copayment for covered outpatient surgery procedures performed by a participating provider during a visit will be \$25.

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

(e) All covered diagnostic/laboratory services performed by a participating provider during a visit will be subject to a \$20 ~~\$25~~ copayment per covered individual. Effective January 1, 2019, the copayment for covered diagnostic/laboratory services performed by a participating provider will be \$25.

(f) All covered outpatient radiology services performed by a participating provider during a visit will be subject to a \$20 ~~\$25~~ copayment per covered individual. Effective January 1, 2019, the copayment for covered outpatient radiology services performed by a participating provider during a visit will be \$25.

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

**(h) Effective July 1, 2023, all covered services provided under the medical/surgical program (office visit, office surgery, radiology or diagnostic/laboratory service) by a participating provider in a single visit will be subject to a single \$25 copayment per covered individual.**

~~(h)(i)~~ Chronic care services for chemotherapy, radiation therapy, or hemodialysis will be excluded from the office visit copayment.

~~(i)~~ (j) The office visit, surgery, outpatient radiology, and diagnostic/laboratory copayments may be applied against the annual coinsurance maximum but they will not be considered covered expenses for basic medical payment.

~~(j)~~ (k) All covered outpatient surgery performed at a participating freestanding ambulatory surgery center will be subject to a \$30 ~~\$50~~ copayment. Effective January 1, 2019, the copayment for covered outpatient surgery performed at a participating freestanding ambulatory surgery center will be \$50. Covered services shall include anesthesiology, radiology and laboratory tests performed on the same day of surgery.

~~(k)~~ (l) Licensed and certified nurse practitioners and convenience care clinics (also commonly referred to as "minute clinics" or "retail clinics") will be available as participating providers in the Empire Plan subject to the applicable participating provider copayment(s).

~~(l)~~ (m) All covered urgent care centers participating with the medical carrier will be subject to a \$20 ~~\$30~~ copayment. Effective January 1, 2019, the copay for urgent care centers participating with the medical carrier will be \$30.

**(n) Network Out-of-Pocket Limit. The amount paid for network services/supplies is capped at the out-of-pocket limit. Network expenses include copayments made to providers, facilities and pharmacies. Once the out-of-pocket limit is reached, network**

**benefits are paid in full. The Network Out-of-Pocket Limit is set by the Federal Affordable Care Act. Effective July 1, 2023, the maximum out-of-pocket limit for covered, in-network services under the Empire Plan will be \$4,000 for individual coverage and \$8,000 for family coverage, split between the hospital, medical/surgical, mental health and substance use and prescription drug programs. Effective January 1, 2025, and annually thereafter, the Network Out-of-Pocket Limit will increase by the amount of the salary increase from the prior calendar year.**

## \$9.4 Empire Plan Basic Medical

(a) The Empire Plan shall also include basic medical coverage to provide benefits when non-participating providers are used. These benefits will be paid directly to enrollees according to reasonable and customary charges and will be subject to deductible, coinsurance, and calendar year and lifetime maximums.

**Effective July 1, 2023, when non-participating providers are used, benefits will be paid directly to enrollees at the rate of 275 percent of the Medicare Physician Fee Schedule in effect on the date of service. Benefits will continue to be subject to deductible, coinsurance, and calendar year and lifetime maximums.**

~~(a)~~ (b) The Empire Plan participating provider schedule of allowances and the basic medical reasonable and customary levels will be at least equal to those levels in effect on March 31, 2016~~21~~.

~~(b)~~ (c) An annual evaluation and adjustment of basic medical reasonable and customary charges will be performed according to the guidelines established by the basic medical plan insurer.

## \$9.5 CSEA Empire Plan Enhancements

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

(a) The annual basic medical component deductible shall equal \$1,000 ~~\$1,250~~ per enrollee, \$1,000 ~~\$1,250~~ per covered spouse/domestic partner and \$1,000 ~~\$1,250~~ for one or all dependent children. Effective January 1, 2019, the annual basic medical component deductible shall equal \$1,250 per enrollee, \$1,250 per covered spouse/domestic partner and \$1,250 for one or all dependent children. The annual basic medical component deductible for employees in a title Salary Grade 6 or below or an employee equated to a position title Salary Grade 6 or below, shall equal \$500 ~~\$625~~ per enrollee, \$500 ~~\$625~~ per covered spouse/domestic partner and \$500 ~~\$625~~ for one or all dependent children. Effective January 1, 2019, the annual basic medical component deductible for employees in a title Salary Grade 6 or below or an employee equated to a position title Salary Grade 6 or below, shall equal \$625 per enrollee, \$625 per covered spouse/domestic partner and \$625 for one or all dependent children. Covered expenses for basic medical services, mental health and/or substance abuse treatments and home care advocacy services will be included in determining the basic medical component deductible. As set forth in Section 9.9 of this Agreement, a separate deductible for managed physical medicine services will continue.

(b) The annual maximum enrollee coinsurance out-of-pocket expense under the basic medical component shall equal \$3,000 ~~\$3,750~~ for the enrollee, \$3,000 ~~\$3,750~~ for the covered spouse/domestic partner and \$3,000 ~~\$3,750~~ for one or all dependent children. Effective January 1, 2019, the annual maximum enrollee coinsurance out-of-pocket expense under the basic medical component shall equal \$3,750 for the enrollee, \$3,750 for the covered spouse/domestic partner and \$3,750 for one or all dependent children. Employees in a title Salary Grade 6 or below or an employee equated to a position title Salary Grade 6 or below, the annual maximum coinsurance out-of-pocket expense shall equal \$1,500 ~~\$1,875~~ for the enrollee, \$1,500 ~~\$1,875~~ for the covered spouse/domestic partner and \$1,500 ~~\$1,875~~ for one or all dependent children. Effective January 1, 2019, the annual maximum coinsurance out-of-pocket expense under the basic medical component for employees in a title Salary Grade 6 or below or an employee equated to a position title Salary Grade 6 or below will be \$1,875 for the enrollee, \$1,875 for the covered spouse/domestic partner and \$1,875 for one or all dependent children. The coinsurance maximums will include out-of-pocket expenses for covered hospital, medical, mental health and substance abuse services. The coinsurance maximums will not include out-of-pocket expenses for covered home care advocacy program services as set



forth in Section 9.8 of this Agreement nor covered managed physical medicine services as set forth in Section 9.9 of this Agreement.

(c) If there are no participating providers available within the GeoAccess standards established under Article 9.3031, access to network benefits will be made available to enrollees for primary care physicians and core provider specialties as agreed under Article 9.3031.

(d) Employees 50 years of age or older and their covered spouses/ domestic partners 50 years of age or older will be eligible for reimbursement of up to 100% of reasonable and customary charges toward the cost of a routine physical examination provided by a non-participating physician. These benefits shall not be subject to deductible or coinsurance.

(e) The cost of certain injectable adult immunizations shall be a covered expense, subject to copayment(s), if any, under the participating provider portion of the Empire Plan. As established by the 2010 Federal Patient Protection and Affordable Care Act, no copayment shall be required for the following: Influenza, Pneumococcal, Measles, Mumps, Rubella, Varicella, Meningococcal (meningitis), Tetanus, Diphtheria, Pertussis (Td/Tdap), Hepatitis A, Hepatitis B, Human Papilloma Virus (HPV), **COVID-19** and Herpes Zoster (shingles) (for age 60 or older) and shall be subject to protocols developed by the medical program carrier. **Adult vaccines shall be administered consistent with guidance provided by the Centers for Disease Control and Prevention Advisory Committee on Immunization Practices or other federal entity.**

(f) Routine pediatric care, including well child office visits, physical examinations and pediatric immunizations, for children up to age 19 will be covered under the basic medical program, subject to deductible or coinsurance. Influenza and COVID-19 vaccines are included on the list of pediatric immunizations, subject to appropriate protocols, under the participating provider and basic medical components of the Empire Plan. Preventive care services as established by the 2010 Federal Patient Protection and Affordable Care Act will be covered in full when an individual utilizes a Participating Provider.

(g) Routine newborn services covered under the basic medical component shall not be subject to deductible or coinsurance.

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

(i) Services for examinations and/or purchase of hearing aids shall be a covered basic medical benefit and shall be reimbursed up to a maximum of \$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.

(j) Covered charges for medically appropriate local professional ambulance transportation will be a covered basic medical expense subject only to a \$35 \$70 copayment. Effective January 1, 2019, medically appropriate local professional ambulance transportation will be a covered basic medical expense subject only to a \$70 copayment. Volunteer ambulance transportation will continue to be reimbursed for donations at the current rate of \$50 for under 50 miles and \$75 for 50 miles or over. These amounts are not subject to deductible or coinsurance.

(k) Mastectomy brassieres prescribed by a physician, including replacements when it is functionally necessary to do so, shall be a covered in full benefit, not subject to deductible or coinsurance. Coverage will be provided by the medical carrier as follows:

- Benefits are available for one single/double mastectomy prosthesis in a calendar year.
- Pre-certification through the Home Care Advocacy Program is required for any single external prosthesis costing \$1,000 or more.

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

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

(m) A Medical Flexible Spending Account (MFSA) will continue to be provided. The Joint Committee on Health Benefits shall work with the

State to provide ongoing oversight of the MFSA.

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

- Direct telephonic nurse consultations;
- Information and assistance in locating appropriate care centers;
- Connection with cancer experts at Cancer Resource Services network facilities;
- A travel allowance; and
- Paid-in-full reimbursement for all services provided at a Cancer Resource Services network facility when the care is pre-certified.

(o) The Empire Plan medical carrier will continue a network of prosthetic and orthotic providers. Prostheses or orthotics obtained through an approved prosthetic/orthotic network provider will be paid in full under the participating provider component of the Empire Plan, not subject to copayment. For prostheses or orthotics obtained other than through an approved prosthetic/orthotic network provider, reimbursement will be made under the basic medical component of the Empire Plan, subject to deductible and coinsurance. If more than one prosthetic or orthotic device can meet the individual's functional needs, benefits will be available for the most cost-effective piece of equipment. Benefits are provided for a single-unit prosthetic or orthotic device except when appropriate repair and/or replacement of devices are needed.

(p) A Basic Medical Provider Discount Program will be available through the basic medical component of the Empire Plan.

- Empire Plan enrollees will have access to an expanded network of providers through an additional provider network;
- Basic Medical provisions will apply to the providers in the expanded network option (deductible and 20% coinsurance);
- Payment will be made by the Plan directly to the discount providers, no balance billing of discounted rate will be permitted;
- This program is offered as a pilot program and will terminate on December 31, 2017 2021, unless extended by agreement of both parties.

(q) An annual diabetic shoe benefit will be available through the Home Care Advocacy Program under the medical carrier. Network coverage: Benefits paid at 100% with no out of pocket cost up to \$500 maximum. Non-network Coverage: For diabetic shoes obtained other than through the Home Care Advocacy Program, reimbursement will be made under the basic medical component of the Empire Plan, subject to deductible and the remainder paid at 75% of the network allowance, up to maximum allowance of \$500.

(r) 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.

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

#### **§9.6 Empire Plan Mental Health and Substance Abuse Use**

(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. Network and non-network benefits shall be those in effect on March 31, 2016 2021, unless specifically modified by this agreement. The outpatient mental health and substance abuse treatment copayment(s) shall continue to equal the participating provider office visit copayment. Covered expenses for mental health and/or substance abuse treatment will be included in the combined deductibles and coinsurance maximums set forth in Section 9.5 a and b of the Agreement.

**Effective July 1, 2023, when non-network practitioner services are used, benefits will be paid directly to enrollees at the rate of 275 percent of the Medicare Physician Fee Schedule in effect on the date of service. Benefits will continue to be subject to deductible, coinsurance, and calendar year and lifetime maximums.**

(b) A disease management program for depression, eating disorders, including appropriate nutritionist services, and ADHD will be available.

**(c) As soon as practicable following ratification, a Center of Excellence (COE) for Substance Use will be available to enrollees on**

**a voluntary basis. Services will include:**

- **Paid-in-full benefits**
- **Travel companion (due to treatment needs, as specified by COE)**
- **Detox and residential rehabilitation services**
- **Partial hospitalization services**
- **Intensive outpatient services**
- **Care coordination for transition back to community**
- **Family supports**
- **Travel, lodging and meal allowances**

**Readmission that may occur within the first 90 days of entering treatment will be covered for individuals who enter the COE at the detox or residential treatment level.**

#### **§9.7 Empire Plan Benefits Management Program**

The current Benefits Management Program for CSEA employees enrolled in the Empire Plan shall remain in effect unless modified by the Joint Committee on Health Benefits.

(a) The Empire Plan Benefits Management Program's Prospective Procedure Review requirement will include MRI, CAT and PET Scans, Nuclear Medicine and MRA's.

(b) Any day deemed inappropriate for an inpatient setting and/or not medically necessary will be excluded from coverage under the Empire Plan.

#### **§9.8 Empire Plan Home Care Advocacy Program**

The current Home Care Advocacy Program (HCAP) for CSEA employees enrolled in the Empire Plan shall continue. Individuals who fail to have medically necessary designated HCAP services and supplies pre-certified by calling HCAP and/or individuals who use a non-network provider will receive reimbursement at 50 percent of the HCAP allowance for all services, equipment and supplies upon satisfying the basic medical annual deductible. In addition, the basic medical out-of-pocket maximum will not apply to HCAP designated services, equipment and supplies. All other HCAP non-network benefit provisions will remain. Covered expenses for basic medical services, mental health and/or substance abuse treatments and home care advocacy program services will be included in determining the basic medical component deductible.

#### **§9.9 Empire Plan Managed Physical Medicine Program**

(a) The Empire Plan's medical care component will continue to offer a comprehensive managed care network benefit for the provision of medically necessary physical medicine services, including physical therapy and chiropractic treatments. Authorized network care will be available, subject only to the Plan's participating provider office visit copayment(s). Unauthorized medically necessary care will also be available, subject to an annual deductible of \$250 per enrollee, \$250 per spouse/domestic partner and \$250 for one or all dependent children and a maximum payment of 50% of the network allowance for the service(s) provided. Deductible/coinsurance payments will not be applicable to the Plan's annual basic medical deductible/coinsurance maximums. The Joint Committee on Health Benefits will work with the State on the ongoing administration of this benefit.

(b) The participating provider office visit copayment(s) shall apply to covered physical therapy visits received at the outpatient department of the hospital. **Effective July 1, 2023, all covered services provided under the managed physical medicine program (office visit, radiology or diagnostic/laboratory service) by a participating provider in a single visit will be subject to a single \$25 copayment per covered individual.**

#### **9.10 Acupuncture and Massage Therapy Services**

**(a) Acupuncture Services**

**Medically necessary acupuncture services are covered under The Empire Plan. The Empire Plan has an acupuncture network;**

however, the Empire Plan's Medical/Surgical Program administrator continues to recruit and contract with additional providers. Acupuncture services received from an Empire Plan network provider are covered based on medical necessity. Effective July 1, 2023, when acupuncture services are received from a non-network Empire Plan provider, acupuncture services will be limited to 20 visits per calendar year.

(b) Massage Therapy Services  
Effective July 1, 2023, medically necessary therapeutic massage services including effleurage, petrissage and/or tapotement (stroking, compression, percussion) will be subject to an annual visit limit of 20 visits per enrollee per calendar year. Other manual therapies provided in conjunction with other physical medicine services are covered based on medical necessity (not subject to calendar year maximum).

#### **§9.10 11 Empire Plan Infertility Benefits Program**

Empire Plan participating provider and basic medical coverage for the treatment of infertility will continue as follows:

- (a) access to designated "Centers of Excellence" including travel benefit;
- (b) enhance benefit to include the treatment of "couples" as long as both partners are covered either as enrollee or dependent under the Empire Plan;
- (c) lifetime coverage limit per individual of \$50,000;
- (d) effective January 1, 2020, infertility benefits will cover enrollees for a minimum of three IVF cycles per lifetime and will not be subject to the \$50,000 Lifetime Maximum;**
- (de) covered services: patient education/counseling, diagnostic testing, ovulation induction/hormonal therapy, surgery to enhance reproductive capability, artificial insemination and Assisted Reproductive Technology procedures;
- (f) Effective January 1, 2020, standard fertility preservation services are covered when a medical treatment will directly or indirectly lead to infertility. Fertility preservation services are not subject to the lifetime maximum of \$50,000 per covered individual.**
- (eg) exclusions: experimental **infertility** procedures, fertility drugs dispensed at a licensed pharmacy, **costs for and relating to** medical and other charges for surrogacy, **(however, maternity services are covered for you when acting as a surrogate)**, donor services/compensation **charged in facilitating** connection with a pregnancy, storage of sperm, eggs and/or embryo for longer than 6 months and high risk patients with no reasonable expectation for pregnancy. The Joint Committee on Health Benefits will work with the State and Empire Plan carriers on the ongoing oversight of this benefit. Additionally, ongoing Program oversight and evaluation of the lifetime coverage limit will enable future modification if warranted.

#### **§9.11 12 Empire Plan Voluntary Nurse Line**

The medical component of the Empire Plan shall include a voluntary 24-hour/7-days a week nurse-line feature to provide both clinical and benefit information through a toll-free phone number. The Joint Committee on Health Benefits will work with the State and Empire Plan carriers on the ongoing oversight of this benefit.

#### **§9.12 13 Empire Plan Disease Management Program**

The Empire Plan medical component shall include a voluntary disease management program. Disease Management covers those illnesses identified to be chronic, high cost, impact quality of life, and rely considerably on the patient's compliance with treatment protocols. The current Integrated Disease Management Program includes, but is not limited to: Chronic Obstructive Pulmonary Disease, Coronary Artery Disease, Heart Failure, Asthma, Diabetes and Chronic Kidney Disease. Nutritional services will be covered for those programs identified when clinically appropriate.

The Joint Committee on Health Benefits will work with the State and Empire Plan carriers on the selection, design, implementation and ongoing oversight of the new and existing Disease Management Programs.

#### **§9.13 14 Health Maintenance Organizations**

Eligible employees in the State Health Insurance Plan may elect to participate in a federally qualified or state certified Health Maintenance Organization which has been approved to participate in the State Health Insurance Program by the Joint Committee on Health Benefits. If more than one HMO services the same geographic area, the Joint Committee on Health Benefits reserves the right to approve a contract with only such organization(s) deemed to be a quality, cost effective option(s). The Joint Committee on Health Benefits will work with the State through the HMO Workgroup to identify and mutually agree upon appropriate incentives for HMO alternatives to become more competitive in quality of care provided and efficient in cost to payers. Employees may change their health insurance option each year during the month of November, unless another period is mutually agreed upon by the State and the Joint Committee on Health Benefits. If the rate renewals are not available by the time of the open option transfer period, then the open transfer period shall be extended to assure ample time for employees to transfer.

#### **§9.14 15 Premium Contribution Level Health Only**

- (a) For employees in a title Salary Grade 9 or below or an employee equated to a position title 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/mental health and substance abuse components provided under the Empire Plan. For employees in a title Salary Grade 10 and above or an employee equated to a position title 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/mental health and substance abuse components provided under the Empire Plan.
- (b) The State agrees to continue to provide alternative Health Maintenance Organization (HMO) coverage. For employees in a title Salary Grade 9 or below or an employee equated to a position title 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/mental health and substance abuse components provided under each HMO, however, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan. For employees in a title Salary Grade 10 and above or an employee equated to a position title 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/mental health and substance abuse components provided under each HMO, however, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan.

#### **§9.15 16 Prescription Drug Premium Contribution Level**

Eligible CSEA employees enrolled in the New York State Health Insurance Program (NYSHIP) will be provided with prescription drug coverage either through the Empire Plan Prescription Drug Program or a Health Maintenance Organization. For employees in a title Salary Grade 9 or below or an employee equated to a position title 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 prescription drug component provided under the Empire Plan or each HMO. For employees in a title Salary Grade 10 and above or an employee equated to a position title 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 prescription drug component provided under the Empire Plan or each HMO.

#### **§9.16 17 Health Insurance Enrollment Opt-out**

NYSHIP enrollees who can demonstrate and attest to having other coverage may annually elect to opt-out of NYSHIP's Empire Plan or Health Maintenance Organizations. Employees who choose not to enroll in NYSHIP will receive an annual payment of \$1,000 for not electing individual coverage and \$3,000 for not electing family coverage. The Optout program will allow for re-entry to NYSHIP during the calendar year subject to a Federally Qualifying Event and during the annual

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

#### **§9.17 18 Prescription Drug Benefit Structure**

(a) The Empire Plan Prescription Drug Program benefits shall consist of the following: Prescription Drug Program will cover medically necessary drugs, including vitamins and contraceptive drugs and devices, requiring a physician's prescription and dispensed by a licensed pharmacist. Mandatory Generic Substitution will be required for all brand-name multisource prescription drugs (a brand-name drug with a generic equivalent) covered by the Prescription Drug Program. When a brand-name prescription drug is dispensed and an FDA-approved generic equivalent is available, the member will be responsible for the difference in cost between the generic drug and the non-preferred brand-name drug (**ancillary charge**), plus the non-preferred brand-name copayment.

The three-level prescription drug benefit will continue. The copayment for prescription drugs purchased at a retail pharmacy or the mail service pharmacy for up to a 30-day supply shall be as follows:

- \$5 Generic/Level One
  - ~~\$25~~**30** Preferred-Brand/Level Two (~~\$30 effective 1/1/19~~)
  - ~~\$45~~**60** Non-Preferred Brand/Level Three (~~\$60 effective 1/1/19~~)
- When a brand-name prescription drug is dispensed and an FDA-approved generic equivalent is available, the member will be responsible for the difference in cost between the generic drug and the non-preferred brand-name drug, plus the non-preferred brand-name copayment. 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~~**60** Preferred Brand/Level Two (~~\$60 effective 1/1/19~~)
  - ~~\$90~~**120** Non-Preferred Brand/Level Three (~~\$120 effective 1/1/19~~)
- When a brand-name prescription drug is dispensed and an FDA-approved generic equivalent is available, the member will be responsible for the difference in cost between the generic drug and the non-preferred brand-name drug, plus the non-preferred brand-name copayment. The copayment for prescription drugs purchased through the mail service pharmacy for a 31-90 day supply will be as follows:

- \$5 Generic/Level One
  - ~~\$50~~**55** Preferred Brand/Level Two (~~\$55 effective 1/1/19~~)
  - ~~\$90~~**110** Non-Preferred Brand/Level Three (~~\$110 effective 1/1/19~~)
- When a brand-name prescription drug is dispensed and an FDA-approved generic equivalent is available, the member will be responsible for the difference in cost between the generic drug and the non-preferred brand-name drug, plus the non-preferred brand-name copayment.

(b) New-to-you prescriptions will require two 30-day fills at a retail setting prior to being able to obtain a 90-day fill through retail or mail. This program will be discontinued no later than January 1, 2019.

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

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

(cd) Drugs considered to be "specialty drugs" (including but not limited to drugs requiring special handling, special administration and/or intensive patient monitoring and biotech drugs developed from human cell proteins and DNA) will be dispensed through the Empire Plan Specialty Pharmacy Program.

- Enrollees may fill one prescription for a drug included in the

Specialty Pharmacy Program at a retail pharmacy, subject to plan requirements. After the initial fill at a retail pharmacy, all subsequent fills must be dispensed through the Specialty Pharmacy Program. **Prior Authorization, (Specialty Guideline Management), may be applied to specialty drugs to ensure safe and appropriate use. Updates to the Specialty Pharmacy Program Drug List and the Prior Authorization List may be made no more than quarterly. Impacted members will be notified at least thirty (30) days in advance of such updates.**

- Drugs included in the Specialty Pharmacy Program will be assigned to copayment levels subject to the following copayments:
  - a. for up to a 30-day supply:
    - a. \$5 Generic/Level One
    - b. ~~\$25~~<sup>30</sup> Preferred-Brand/Level Two (~~\$30~~ Effective 1/1/19)
    - c. ~~\$45~~<sup>60</sup> Non-Preferred Brand/Level Three (~~\$60~~ Effective 1/1/19)
  - b. for a 31 to 90 day supply:
    - a. \$5 Generic/Level One
    - b. ~~\$50~~<sup>55</sup> Preferred Brand/Level Two (~~\$55~~ Effective 1/1/19)
    - c. ~~\$90~~<sup>110</sup> Non-Preferred Brand/Level Three (~~\$110~~ Effective 1/1/19)

**(e) Annual changes may be made to the Advanced Flexible Formulary once a year on January 1<sup>st</sup>. Such changes may include moving drugs to a higher or lower Level and coverage of previously excluded drugs. Access to one or more drugs in select therapeutic categories may be excluded if the drug(s) has no clinical advantage over other generic and brand name medications in the same therapeutic class. Members impacted will be notified at least 45 days in advance of the change and, for exclusions, will be informed of covered, preferred alternative medications.**

**(f)** When deemed appropriate the Empire Plan Prescription Drug Program Insurer/Pharmacy Benefit Manager shall be permitted additional flexibility in the management of the formulary, including the following:

- **Prior Authorization may be applied to non-specialty drugs to ensure safe and appropriate use. Updates to the Prior Authorization List may be made no more than quarterly. Impacted members will be notified at least thirty (30) days in advance of such updates.**
- **Brand for Generic (B4G) strategy.** Place a brand name drug on Level One and exclude or place a generic drug on Level Three subject to the appropriate copayment. This placement may be revised mid-year when such revision is advantageous to the Plan. Enrollees will be notified in advance of such changes. **Impacted members will be notified at least thirty (30) days in advance of such placement.**
- Certain therapeutic categories with two or more clinically sound and therapeutically equivalent Level One options may not have a brand name drug in Level Two.
- **Access to one or more drugs in select therapeutic categories may be excluded if the drug(s) has no clinical advantage over other generic and brand name medications in the same therapeutic class.**

#### **§9.1819 Part-time Employees**

The State Health Insurance Plans' regulations shall continue to stipulate that the term employee means any person in the service of the State as employer whose regular work schedule is at least half-time per bi-weekly payroll period.

#### **§9.1920 Waiting Period**

There shall be a waiting period of forty-two (42) days after employment before an employee shall be eligible for enrollment under the State's Health Insurance Program.

#### **§9.2021 Dependent Proofs/Coverage**

(a) Current and/or new enrollees opting for family coverage must provide the names of all covered dependents to the Plan Administrator. In the case of covered newborn dependents, names shall be provided

within 3 months of the date of birth. Additionally, the social security numbers of a covered spouse, if applicable, and/or dependents up to age 26, if applicable shall be provided to the Plan Administrator in order to verify continued eligibility for family coverage and to facilitate coordination of benefits.

(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 or the employee returns to State employment, whichever occurs first.

#### **§9.2122 Domestic Partners**

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 be eligible for health care coverage. As part of this agreement, the impact of such domestic partner coverage under the Empire Plan will continue to be reviewed through the Joint Committee on Health Benefits, including the appropriateness of the existing waiting periods.

#### **§9.2223 Seasonal Employees**

(a) Seasonal employees who, at the time of hire, are expected to be continuously employed on at least a half-time basis for at least six-months, shall be eligible to apply for health insurance coverage as of the date of employment. Coverage shall be subject to a 42-day new employee waiting period starting on the date of first employment, and benefits shall be available as of the 43rd day of employment, assuming the employee submitted a written application for coverage during the 42-day waiting period and was on the payroll or on authorized workers' compensation leave without pay for the entire 42-day waiting period.

(b) Seasonal employees who, at the time of hire, are not expected to be continuously employed on at least a half-time basis for at least six months, shall not be eligible for health benefits at the start of employment. However, upon actual completion of six months of continuous employment on at least a half-time basis, an employee so hired shall become eligible to apply for health benefits. Coverage shall become effective following the completion of a 42-day new employee waiting period that commences on the day following their completion of six months of such a work schedule, assuming the employee submits a written application for coverage during the waiting period, and remains on the payroll or on authorized workers' compensation leave without pay for the entire 42-day waiting period.

(c) Where the state establishes a seasonal position for six months or more, the appointee to that position shall not have his or her service intentionally broken solely for the purpose of rendering that employee ineligible for health insurance purposes. However, if that individual's service is broken for another reason, the individual shall not be eligible to continue coverage after employment is terminated, except as described in Section (d) below.

(d) Should a seasonal employee who attained health insurance coverage under Section (a) or (b) above, leave the payroll and then be rehired subsequently, the employee shall retain eligibility for health insurance coverage upon rehire without being hired for an anticipated six month period of continuous employment on at least a half-time basis, provided the employee is not off the payroll more than six months. An employee so rehired may continue his or her health insurance by paying the full cost of the coverage for the period of time he or she is off the payroll, or, if not rehired, until the date that is six months from the date employment terminated.

#### **§9.2324 10-month Employees**

Effective January 1, 2018, ~~10~~<sup>Ten</sup>-month permanently appointed employees at the NYS School for the Deaf and the NYS School for the Blind eligible for health insurance coverage through NYSHIP, may continue their NYSHIP enrollment during the School's summer session

by paying extra health insurance deductions prior to their removal from the payroll to cover premiums owed for the summer months in accordance with the side letter between CSEA and New York State.

#### **§9.2425 Layoff**

A permanent full-time employee who loses employment as a result of the abolition of a position on or after April 1, 1977, shall continue to be covered under the State Health Insurance Plan at the same contribution rate as an active employee for one year following such layoff or until reemployment by the State or employment by another employer, whichever first occurs.

#### **§9.2526 Workers' Compensation**

(a) A permanent full-time employee who is removed from the payroll due to an accepted work related injury or occupational condition shall remain covered under the State Health Insurance Plan and the terms as defined in §11.5 of this agreement.

(b) A permanent full-time employee who is removed from the payroll due to a controverted work related injury or occupational condition will have the right to apply for a health insurance premium waiver. The appropriate agency will be responsible to inform the employee of his or her right to apply for the waiver prior to the employee meeting the eligibility requirements for the waiver of premium.

(c) A permanent full-time employee who is removed from the payroll due to an assault, as described in Article 11.5, 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.

#### **§9.2627 Disabled/Deceased Employees**

(a) Continued health insurance coverage will be provided for the unremarried spouse and other eligible dependents of employees who die in State service under circumstances under which they are eligible for the accidental death benefit or for weekly cash workers' compensation benefits under the same conditions prescribed in Section 165 of the Civil Service Law for dependents of a deceased employee who was at the time of death an employee at a correctional facility having individual and dependent coverage at the time of death and where death occurred as a result of injuries during the period from September 9 through 13, 1971.

(b) If an employee is granted a service-connected disability retirement by a retirement or pension plan or system administered and operated by the State of New York, the State will continue the health insurance of that employee on the same basis as any other retiring employee, regardless of the duration of the employee's service with the State.

#### **§9.2728 Retirement/Deceased Employees**

(a) The unremarried spouse and otherwise eligible dependent children 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 for the same coverage.

(b) The unremarried spouse and otherwise eligible dependent children of an active employee, who dies after April 1, 1979 and who, at the date of death, had at least 10 years of benefits eligible service and who was at least 45 years of age and was within 10 years of the minimum retirement age shall be permitted to continue coverage in the health insurance program with payment at the same contribution rates as required of active employees for the same coverage.

#### **§9.2829 Service Requirements/Sick Leave Credit**

(a) Employees covered by the State Health Insurance Plan have the right to retain health insurance after retirement upon completion of ten years of service.

(b) An employee who is eligible to continue health insurance coverage upon retirement is entitled to a sick leave credit to be used to defray any employee contribution toward the cost of the premium. The basic monthly value of the sick leave credit shall be calculated according to the procedures in use on March 31, 2007. For employees retiring on or after October 1, 2011, the calculation of sick leave credit shall be

based on the actuarial table Section 41J in effect on October 1, 2011. Employees retiring on or after January 1, 1989 may elect an alternative method of applying the basic monthly value of the sick leave credit. Employees selecting the basic sick leave credit may elect to apply up to 100% of the calculated basic monthly value of the credit towards 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 continue to be covered, but must pay the applicable dependent survivor share of the premium. Employees selecting the alternative method may elect to apply only up to 70% 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% of the basic monthly value of the sick leave credit toward the dependent survivor share of the monthly premium for the duration of the dependents' eligibility. The State has the right to make prospective changes to the percentage of credit to be available under this alternative method for future retirees as required to maintain the cost neutrality of this feature of the plan. The selection of the method of sick leave credit application must be made at the time of retirement, and is irrevocable. In the absence of a selection by the employee, the basic method shall be applied.

(c) Eligible enrollees who opt-out of NYSHIP coverage pursuant to Section 9.16 of this Article shall be deemed to be "enrolled" in NYSHIP for the sole purpose of eligibility for retiree health insurance coverage.

### **§9.2930 Deferral of Health Insurance**

An employee retiring from State service may delay commencement or suspend his/her retiree health coverage and the use of the employee's sick leave conversion credits indefinitely, provided that the employee applies for the delay or suspension, and furnishes proof of continued coverage under the health care plan of the employee's spouse, or from post retirement employment.

### **§9.3031 Joint Committee on Health Benefits**

(a) The State and CSEA agree to continue the Joint Committee on Health Benefits.

(b) The State shall seek the appropriation of funds by the Legislature to support committee initiatives and to carry out the administrative responsibilities of the Joint Committee in the amount indicated for each year of the agreement: \$1,412,700 in 2016-17, \$1,440,954 in 2017-18, \$1,469,773 in 2018-19, \$1,499,169 in 2019-20, \$1,529,152 in 2020-21, **\$1,529,152 in 2021-2022, \$1,559,735 in 2022-2023, \$1,590,930 in 2023-2024, \$1,622,748 for 2024-2025, and 1,655,203 and each year thereafter.**

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

- (1) The annual HMO Review Process;
- (2) The ongoing review and oversight of the Empire Plan Medical Program, Hospital Program, Prescription Drug Program, and the Managed Mental Health and Substance Abuse Treatment Program;
- (3) The ongoing review and oversight of the Managed Physical Medicine Program;
- (4) The continuation of the Benefits Management Program and annual review of the list of procedures requiring Prospective Procedure Review. The JCHB and the State will evaluate the current pre-notification of radiology services and review the viability of pre-authorizing nonurgent/non-emergent cardiologic procedures and testing.
- (5) The Joint Committee on Health Benefits will work with the State and medical carrier to solicit and contract with credentialed radiological providers to provide mammography screening, according to the American Cancer Society's medical protocols, at the worksite and/or predetermined location. Reimbursement will be provided in accordance with the participating provider program, **not** subject to the diagnostic copayment.
- (6) The continuation of the ambulatory surgery benefit and monitoring of participating centers. The Joint Committee on Health Benefits will work with the State to oversee the solicitation by the medical/surgical/

basic medical carrier of Ambulatory Surgical Centers in bordering states and in those states where retirees commonly reside.

(7) The continuation of the Home Care Advocacy Program (HCAP) and the ongoing review of services offered. The JCHB shall work with the State to review and monitor the utilization of DME under HCAP, specifically requests, approvals and denials of duplicate equipment. If necessary the State and CSEA Joint Committee will take appropriate action to address the issue.

(8) The Joint Committee on Health Benefits will continue to review the impact of Domestic Partner coverage.

(9) The Joint Committee on Health Benefits will work with the State to monitor and oversee the Specialty Pharmacy Program.

(10) 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 CSEA-represented employees will not take place without the agreement of the CSEA JCHB.

(11) The JCHB will work with the State and the Empire Plan prescription drug carriers to monitor and oversee the Enhanced Flexible Formulary. No changes to the Enhanced Flexible Formulary shall occur without notifying the Joint Committee in advance of the change(s).

(12) The JCHB will work with the State to develop a voluntary Value Based Insurance Design (VBID) Pilot Program with the goal of improving health outcomes while lowering overall costs through copayment waivers or reductions.

(a) The JCHB will work with the State to look at a copayment waiver program for office visits and prescription drugs when related to chronic conditions. Should the VBID Program prove successful, and be expanded to other disease states, the copayment reductions or waivers, including copayments for prescription medications, will be evaluated for inclusion in any future VBID programs.

(13) The JCHB will work with the State to **continue the develop a voluntary Pilot Telemedicine Program. The purpose of the Telemedicine Program is to increase access to health care services by establishing a program to use telecommunications to provide healthcare. Effective January 1, 2023, the voluntary Telemedicine Program for medical and mental health visits will be a permanent offering to Empire Plan members at no cost-share.**

(14) The JCHB will work with the State to explore the implementation and oversight of a voluntary Healthy Back Program and Bariatric Surgery Management Program. Nutritionist coverage will be available when clinically appropriate.

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

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

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

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

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

(d) The Joint Committee's area of review and counsel shall include but not be limited to the following areas:

(1) Development of health benefit communication programs related to the consumption of health care services provided under the Plan.

(2) Development, as appropriate in conjunction with the carriers, of revised benefit booklets, descriptive literature and claim forms.

(3) The CSEA Joint Committee on Health Benefits will work with the State to develop a "report card" which will include objective quality data to assist employees in selecting the health benefit plan that best meets the needs for the employee and their dependents.

(4) In cooperation with the State, the Joint Committee on Health Benefits will review the implementation and ongoing oversight of an Annual Health Insurance Enrollment Opt-out.

(5) The Joint Committee on Health Benefits will work with the State to study the feasibility of an inclusive statewide "carve-out" program for prescription drugs.

(6) The JCHB will work with the State and medical carrier to develop an enhanced network of urgent care facilities.

(7) The JCHB will work with the State to ~~implement a direct debit vehicle or electronic submission to enhance the Medical Flexible Spending Account by January 1, 2019, or as soon as practicable thereafter.~~

**monitor the Medical Flexible Spending Account. The Medical Flexible Spending account will continue electronic submission and the direct debit vehicle shall remain a permanent offering, to the extent practicable and/or desirable by both parties.**

(8) The JCHB shall study the feasibility of a two-person premium structure.

(9) The procurement process conducted by the Department of Civil Service regarding contractual services for the Empire Plan will include CSEA Joint Committee on Health Benefits involvement as follows:

- Review and comment on the draft RFP before it is released
- Attendance at the pre-bidder's conference
- Sufficient time for the Joint Committee to access and review the technical proposals prior to management interviews
- Participation in Management Interviews and Site visits
- Attendance at a formal cost proposal briefing
- Recommendation of a vendor

Due to the proprietary nature of the materials included in the cost proposals, the Joint Committee on Health Benefits will not have access to the actual cost proposal. The State reserves the right to make the final selection of a vendor after discussion with and consideration of CSEA's recommendation.

(10) The JCHB and the State will oversee and monitor a network of participating hearing aid providers.

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

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

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

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

(i) The Joint Committee will be responsible for the annual review of participating providers. The Joint Committee shall investigate and where feasible, take appropriate action to recruit additional providers in geographic and specialty areas determined by the Committee to be deficient. The JCHB will work with the State on the implementation and ongoing oversight and monitoring of provider guaranteed access to reflect current geographic radius. There will be no change to the current geoaccess unless jointly agreed to by CSEA and the State.

(j) ~~The Joint Committee shall continue to sponsor the agency health insurance administrator training program.~~ **The Joint Committee shall receive advance notice of agency health benefits administrator trainings for the purpose of attending and recommending agenda**

## items.

(k) The Joint Committee shall study recurring subscriber complaints and make recommendations for the resolution of such complaints.

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

(m) The Joint Committee shall study and address other issues and concerns brought to the attention of the Committee that impact the accessibility, quality and costs of health care for employees covered by this Agreement.

### ~~§9.3132~~ Communications

Appropriate descriptive material relating to any changes in benefits shall be distributed to each State agency for internal distribution prior to the effective date of the change in benefit. The State shall take all steps necessary to provide revised health insurance booklets to every employee as soon as possible. The Joint Committee on Health Benefits shall provide review and counsel on the development of the revised booklets.

### ~~§9.3233~~ Confidentiality

The confidentiality of individual subscriber claims shall not be violated. Except as required to conduct financial and claims processing audits of carriers and coordination of benefit provisions, specific individual claims data, reports or summaries shall not be released by the carrier to any party without the written consent of the individual, insured employee or covered dependent.

### §10.2 Holiday Time

(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 or pass day; provided, however, that employees scheduled or directed to work on any such Saturday or pass day may receive additional compensation in lieu of such compensatory time off in accordance with Article 7.10 of this Agreement. The State may designate a day to be observed as a holiday in lieu of such holiday which falls on Saturday or a pass day.

(b) Compensatory time off in lieu of holidays earned after the effective date of this Agreement shall be recorded in a separate leave category known as Holiday Leave. Subject to the rules governing the granting of annual leave, an employee should be given the opportunity to exhaust such time, prior to severance from service.

(c) The following holidays will be observed by all employees within this unit eligible to observe holidays unless otherwise specified by mutual agreement between the parties:

- |  |  |
|--|--|
| 1. New Year's Day                                    | 7. <del>Labor Day</del> <b>Independence Day</b>      |
| 2. Martin Luther King Day                            | 8. <del>Columbus Day</del> <b>Labor Day</b>          |
| 3. Lincoln's Birthday                                | 9. <del>Election Day</del> <b>Columbus Day</b>       |
| 4. Washington's Birthday                             | 10. <del>Veterans Day</del> <b>Election Day</b>      |
| 5. Memorial Day                                      | 11. <del>Thanksgiving Day</del> <b>Veterans Day</b>  |
| 6. <del>Independence Day</del> <b>Juneteenth Day</b> | 12. <del>Christmas Day</del> <b>Thanksgiving Day</b> |
- 13. Christmas Day**

§11.9(a) The State and CSEA shall establish a committee whose purpose shall include, but not be limited to, the following activities:

(1) Design, develop and implement a system for collecting data from each agency and facility concerning injured workers and workers' compensation claims handling:

- injuries and claims
- loss reporting including loss time incidents and days, catastrophic events, indemnity and medical payments
- terminations and reinstatements
- one and two year leaves of absence
- untimely receipt of required medical documentation
- untimely initial payments
- untimely and incomplete accident reports
- light duty assignments
- re-injuries on return to work, including under Mandatory Alternate Duty

j. Mandatory Alternate Duty denials

(2) Review and make recommendations on the administration of the statutory and contractual benefit to include:

- uniform procedures, templates, forms and sample letters to ensure consistent communications statewide
- performance measures, standards and results for continuous process improvements
- education and training for managers, supervisors and employees
- resources for effective program management and delivery
- barriers faced by injured workers accessing medical care
- financial and emotional impacts on injured workers
- systematic feedback from injured workers and managers, supervisors and employees
- Workers' Compensation pilot projects
- injuries caused by assaults
- the Mandatory Alternate Duty Program and its effectiveness in returning injured workers to medically appropriate duties
- the exploration and development of a program that provides that Preferred Provider Organizations treat workers' compensation disabilities;

3. Develop prevention strategies for the loss drivers identified in the data review and analysis.

a. Ongoing review of collected data for the purpose of identification of common statewide and/or local workplace hazards, injuries, illnesses, and accidents. Such review shall include:

· The establishment of a process for meaningful input by employees and managers from both the local and agency level on the causes of workplace hazards, accidents illnesses, and injuries;

· Initial identification of a number of specific locally-based agency-based, or hazard-based accidents, illnesses, or injuries for the committee to focus on pursuant to (3)(b) below;

· Development of timelines for scheduled review of known hazards, injuries, illnesses and accidents;

b. Ongoing development and implementation of strategies that will reduce and/or mitigate hazards, injuries, illnesses, and accidents that have been identified as a result of the ongoing review. Such development and implementation shall include:

· The establishment of a process for meaningful consultation with both local and agency level employees and managers on potential strategies contemplated by the committee before such strategies are approved for implementation;

· Identification of other areas for expansion of developed/implemented strategies to reduce/mitigate other workplace hazards, injuries, illnesses, and accidents;

c. Review of the effectiveness of implemented strategies to reduce and/or mitigate workplace hazards, injuries, illnesses, and accidents.

(b) The committee shall meet as soon as practicable following the ratification of this Agreement and then, at a minimum, quarterly thereafter.

(c) The committee shall include representatives of CSEA and GOER. Each side shall appoint five representatives to the committee.

(d) The committee shall have the power to access funds made available pursuant to Article 15.2(d).

### (e) Special Task Force on Human Hazards

The goal of the task force is to identify the root-causes of injuries and specific environmental factors that lead to lost work time and to make recommendations to adjust the environment to eliminate the root-causes of injuries. The committee will:

(1) Examine existing workers' compensation data to isolate risk factors and root causes of injuries.

(2) Examine current work practices and the physical environment where injuries are occurring.

(3) Conduct focus groups, surveys and engage in other proactive methods to obtain more information and potential solutions.

(4) Identify existing best practices, technology and other current protective measures nationally and internationally that can be utilized to eliminate hazardous environmental factors.

(5) Develop recommendations for NYS specific practices based on lessons learned.

(6) Pilot and measure success of the recommended best practices.  
(7) Expand the use of the newly developed best practices if found to be successful.

### Article 14

#### Employee Development and Training

§14.1 The State and CSEA hereby reaffirm their commitment to increased productivity, upward career mobility and general employee development through educational and training opportunities and quality of work life through workplace improvement.

#### §14.2 Funding

(a) The State agrees to recommend the appropriation of funds by the Legislature in the amount indicated in each year of the ~~2016-2021-2026~~ Agreement: ~~\$11,369,783~~ ~~12,553,159~~ in ~~2016-2017~~ ~~2021-2022~~, ~~\$11,597,179~~ ~~12,804,222~~ in ~~2017-2018~~ ~~2022-2023~~, ~~\$11,829,122~~ ~~13,060,307~~ in ~~2018-2019~~ ~~2023-2024~~, ~~\$12,065,705~~ ~~13,321,513~~ in ~~2019-2020~~ ~~2024-2025~~, and ~~\$12,307,019~~ ~~13,587,943~~ in ~~2020-2021~~ ~~2025-2026 and thereafter~~, for the purpose of providing quality of work life, education, developmental and training opportunities. (b) The State and CSEA shall review existing quality of work life, educational, developmental and training programs and make recommendations for program changes based upon the needs and desires of both the State and employees.

### Article 15

#### Safety and Health

§15.1 The State remains committed to providing and maintaining safe working conditions, and to initiating and maintaining operating practices that will safeguard employees, in an effort to eliminate the potential of on-the-job injury/illness and resulting Workers' Compensation claims.

The State and CSEA will cooperate in the identification of safety hazards, will work mutually toward their elimination or control and strive to insure compliance with safety guidelines and policies established in the interest of providing a safe and healthful workplace.

#### §15.2 Safety and Health Committee

(c) The purpose of the Committee shall be to review and discuss matters of mutual concern in the area of safety and health in a proactive cooperative fashion **and with the approval of the co-chairs, to provide technical assistance and advice for agency labor management committees.** The Committee is not intended to be policy making or regulatory in nature, rather, it is intended to be advisory on matters of employee safety and health. The Committee shall foster its objectives in the following ways:

(1) Awareness - to raise the consciousness of the State work force, regarding issues of occupational safety and health.

(2) Education - to develop and implement programs which will enhance skills and knowledge pertaining to general and job-specific safety and health matters.

(3) Enrichment of Agency Level Safety Committee Activity - to encourage, foster and assist agency level safety committee activity to consider the funding of labor/management initiated projects and proposals that deal with safety and health related matters that seek to identify, analyze and prevent on-the-job accidents and injuries through fact-finding and appropriate training.

**(a) Agency safety and health committees may submit formal requests for technical assistance and advice to the co-chairs of the Statewide Safety and Health Committee after unresolved issues have been thoroughly discussed at the agency level.**

(4) Development of a Statewide Safety Communications Network - to integrate the Committee's activities with the preventative safety and health efforts of State departments and agencies, their safety designees, the CSEA, Inc. in-house safety and health efforts and various advocacy groups established to review and improve safety and health practices, procedures and working conditions.

(5) Study and Research - to undertake appropriate study and research projects aimed at various occupational groups, in order to better understand broad safety and health related concerns, and to make recommendations for meaningful resolution of safety and health

deficiencies identified by such projects.

(d) Funding for Safety and Health Initiatives

The State shall seek the appropriation of funds by the Legislature in the amount indicated in each year of the 2016-2021-2026 Agreement: \$675,990 ~~746,347~~ in 2016-2017 **2021-2022**, \$689,509 ~~761,274~~ in 2017-2018 **2022-2023**, \$703,300 ~~776,499~~ in 2018-2019 **2023-2024**, \$717,366 ~~792,029~~ in 2019-2020 **2024-2025**, and \$731,713 ~~807,870~~ in 2020-2021 **2025-2026 and thereafter**, to support Committee initiatives which shall include but not be limited to:

Video Display Terminal Operations

Continuing its efforts with respect to VDT operations and will make recommendations concerning employee protection and the use of VDTs which may be appropriate due to new developments in accepted scientific knowledge; the Committee shall continue to monitor the State's implementation of the VDT policy and will offer services as appropriate, to assist the State in reaching the policy implementation objectives. The Committee shall develop an electromagnetic hazard awareness training program;

(1) Personal Protective Equipment

Continuing to monitor the State's implementation of the Personal Protective Equipment Policy and will offer its services to assist in such implementation as appropriate;

(2) Security in State-Owned and Leased Buildings

Working with appropriate State agencies to initiate evaluation of areas of concern with respect to security in State-owned and leased buildings and make recommendations to the State to improve security as appropriate;

(3) Toxic Substance

(a) Developing methods of assisting agencies in disseminating information with respect to toxic substances in accordance with current State regulations in order that employees are properly informed and trained;

(b) reviewing existing State procedures pertaining to work activities involving toxic substances and making appropriate recommendations for policy improvements;

(c) reviewing existing State procedures pertaining to work activities involving pesticides and making appropriate recommendations;

(4) Building Air Quality

Working with appropriate State agencies to ensure that concerns regarding air quality in State-owned and leased buildings are addressed. Such activity may include review of applicable building air quality standards and discussions of potential changes in workplace environment as appropriate;

(5) Addressing Unsafe Working Conditions

Identifying instances where Committee initiative may assist in mitigating or eliminating unsafe conditions, assist in developing appropriate training designed to lessen the possibility of injury, or offer suggestions on personal protective equipment which could be utilized by employees to reduce or eliminate the possibility of injury or illness.

(e) The Statewide Safety and Health Committee will meet on at least a quarterly basis.

(7) Workers' Compensation Committee

Supporting the efforts of the Workers' Compensation Committee as established pursuant to Article 11.9(a), where appropriate.

§15.3 Local and Departmental Committees

There shall be established local and departmental level Joint Safety and Health Committees. The local committees will be designed to address safety matters germane to the workplace at the lowest possible level. Safety matters unresolved at the local level may be referred to the departmental level committees. **Unresolved or long-term local and departmental level agenda items may be referred to statewide health and safety committee upon formal request to the co-chairpersons. Placement on the statewide committee agenda requires agreement by the co-chairs.**

The level at which local committees are established shall be developed through discussions between CSEA and the State at the departmental level.

Local committees are encouraged to identify safety and health initiatives and to apply as appropriate for funding from the State/CSEA Safety and

Health Committee for support of initiatives consistent with guidelines established by the State level committee. Among the issues to be addressed by the committees are:

(a) Consider such local and departmental safety matters as the Safety and Health Committee shall determine to be appropriate, and to resolve such matters at the lowest appropriate level;

(b) Develop plans for implementing such procedural changes as the Safety and Health Committee finds to be appropriate in fostering improved safety and sanitary conditions;

~~1. All agencies and offices must at least annually review the latest workers' compensation report with authorized employee representatives and make mutual recommendations on how to reduce lost work time injuries. Agencies with no lost workday injuries per year are exempted from this requirement.~~

~~2. Local and department committees may request an injury and illness records review to support safety and health action plans.~~

(c) Develop plans for implementing agreed-upon recommendations involving purchase of safety-related materials and equipment within budgetary allocations available;

(d) Review deficiencies in employee safety, develop proposals for change and review those changes implemented pursuant to said proposals. These committees may develop methods to report deficiencies, review such reports, determine degree of resolution and make special investigation of unique problem areas;

~~1. Critical Incident Debriefing~~

~~All catastrophic incidents, death or more than ## of days lost must be reviewed by the committee and require a root cause analysis with recommendations.~~

(e) Discuss methods by which unsafe work assignments and/or conditions can be prevented;

~~1. Local and department committees may request technical assistance from the statewide safety and health committee upon formal request.~~

(f) In instances that disrupt the normal business conditions, (e.g. no utilities, lack of ventilation--including heat and air conditioning, bomb threats, etc.) local management will discuss with the local CSEA leadership what it knows of the conditions, when the conditions will be abated and what arrangements will be made to abate the conditions. When the employer has advance knowledge of such conditions, discussions with the union will occur immediately.

(g) In instances where local management is aware of planned renovations, repairs or new construction to be performed, every reasonable effort will be made to provide advance notice to and discuss with the local CSEA leadership.

#### Article 18 – Personal History Folder

**18.6** For the purpose of this Article there shall be one official personal history folder maintained for an employee. **At the discretion of the appointing authority, the personal history folder shall be either electronic or hard copy.**

**§18.7** Upon a grievance determination that the content of a formal written counseling memorandum, issued after the effective date of this Agreement, is substantially inaccurate, such memorandum shall be either modified or withdrawn. Grievances alleging that the contents of a counseling memorandum are substantially inaccurate shall be processed up to Step 3 of the grievance procedure.

~~18.8 The parties agree to meet and confer, as appropriate, over any planned move from paper to electronic personal history folders. Where feasible, review of personal history folders shall be through electronic transmission of such file. **The determination of whether to transmit the file electronically or allow the employee to view a hard copy of the file shall be at the sole discretion of the agency. When transmitting the file electronically, the agency shall transmit the electronic copy to the employee as soon as practicable so as to facilitate the ability of the employee to review the folder within the time frames in Article 18.1. When the file is to be transmitted electronically, no leave without charge to accruals will be provided to review the personal history folder.**~~

#### Article 20

##### Layoffs in Non-Competitive and Labor Classes

**§20.3** Permanent non-competitive class employees with one year of continuous service **A person serving on a permanent basis in a non-competitive class position** immediately prior to layoff shall be accorded the same rights at layoff as well as placement roster, preferred list and reemployment rights roster, as employees covered by State Civil Service Law Sections 75.1(c), 80-a, 81, 81-a and 81-b. Labor class employees who meet these criteria in the labor class shall be accorded the same rights.

#### Article 22

##### Employment Security

**§22.4** The State shall seek the appropriation of funds by the Legislature to support activities of the Joint Committee and to support activities associated with identification, research, development and implementation of alternative work force strategies that will foster effective work force stabilization, in the amount indicated in each year of the 2016-2021-2026 Agreement: \$557,134 ~~627,423~~ in 2016-2017 **2021-2022**, \$568,277 ~~627,423~~ in 2017-2018 **2022-2023**, \$579,642 ~~639,972~~ in 2018-2019 **2023-2024**, \$591,235 ~~652,771~~ in 2019-2020 **2024-2025**, and \$603,060 ~~665,827~~ in 2020-2021 **2025-2026**.

#### Article 30

##### Employee Benefit Fund

**§30.1** The State and CSEA agree that they shall hereinafter enter into a contract to provide for the continuation of the CSEA Employee Benefit Fund that is administered by CSEA to provide certain health and welfare benefits for "employees" as defined herein in the Administrative, Operational and Institutional Services Units and the Division of Military and Naval Affairs.

**§30.2** The State shall deposit in the CSEA Employee Benefit Fund an amount equal to \$275.00 ~~308.00~~ per employee for each quarter of the period beginning April 1, 2016 **2021** and ending March 31, 2018 **2023**; \$285.00 ~~317.00~~ per employee for each quarter of the year beginning April 1, 2018 **2023** and ending March 31, 2019 **2024**; \$296.00 ~~327.00~~ per employee for each quarter of the year beginning April 1, 2019 **2024** and ending March 31, 2020 **2025**; \$308.00 ~~337.00~~ per employee for each quarter beginning April 1, 2020 **2025** and thereafter. Such amounts shall be deposited as soon as practicable after the first day of each quarter.

#### Article 33

##### Discipline

(f) Expedited Resolution (9) Should the arbitrator believe that a disciplinary matter cannot be presented at an expedited arbitration within one (1) day, the arbitrator shall have the authority to refer the case back to the Panel Administrator for arbitration pursuant to Section 33.4.

**(10) Adjournments of cases under the Expedited Resolution process can only be granted by OER and CSEA headquarters. This includes cases where the grievant or management doesn't appear for its scheduled hearing.**

##### §33.6 Administration

The State and CSEA may jointly administer the arbitration procedure and panels for the purpose of this Article. The State shall seek an appropriation in the amount indicated in each year of the 2016-2021-2026 Agreement: \$404,320 ~~446,402~~ in 2016-2017 **2021-2022**, \$412,406 ~~455,330~~ in 2017-2018 **2022-2023**, \$420,654 ~~464,437~~ in 2018-2019 **2023-2024**, \$429,067 ~~473,725~~ in 2019-2020 **2024-2025** \$437,649 ~~483,200~~ in **2025-2026 and thereafter**, to be used for the self-administration of the panels and procedure, the time and attendance procedure, research for and training of the panels in the area of patient abuse, and publication of arbitration decisions. The unexpended portion

of each year's appropriation shall be carried over into the succeeding year and added to the appropriation for the succeeding year.

#### **Article 38 Work-Life Services Programs**

##### **§38.1 Employee Assistance Program**

The State and CSEA shall continue to provide an employee assistance program to provide information, resources and confidential assessment and referral services to assist employees to be more productive and to assist agencies in maintaining a healthy and productive workforce. In recognition of the mutual advantage to the employees and the employer inherent in an employee assistance program the State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation in the amount indicated in each year of the ~~2016-2021~~ **2021-2026** Agreement: ~~\$687,663~~ **759,235** in ~~2016-2017~~ **2021-2022**, ~~\$701,416~~ **759,235** in ~~2017-2018~~ **2022-2023**, ~~\$715,444~~ **774,420** in ~~2018-2019~~ **2023-2024**, ~~\$729,753~~ **789,908** in ~~2019-2020~~ **2024-2025**, and ~~\$744,348~~ **805,706** in ~~2020-2021~~ **2025-2026 and thereafter**, to continue the Employee Assistance Program effort.

**§38.5** The State shall prepare, secure introduction and recommend passage of legislation for appropriations in the amount indicated in each year of the ~~2016-2021~~ **2026** Agreement: ~~\$2,740,039~~ **3,025,225** in ~~2016-2017~~ **2021-2022**, ~~\$2,794,840~~ **3,025,225** in ~~2017-2018~~ **2022-2023**, ~~\$2,850,737~~ **3,085,730** in ~~2018-2019~~ **2023-2024**, ~~\$2,907,752~~ **3,147,444** in ~~2019-2020~~ **2024-2025**, and ~~\$2,965,907~~ **3,210,393** in ~~2020-2021~~ **2025-2026 and thereafter** to fund the activities of Section 38.2 and Section 38.4.

#### **Article 40 Performance Evaluation**

**§40.1** (a) An employee shall have a performance evaluation done annually.

(b) An employee shall have the right to appeal an "Unsatisfactory" performance rating, within 15 calendar days of receipt of the rating, to the Agency Level Appeals Board on forms provided by the State. A hearing on such appeal shall be conducted within 60 days of receipt of the appeal.

(c) An employee shall have the right to appeal an Agency Level Appeals Board decision, within 15 calendar days of receipt of the decision, to the Statewide Performance Rating Committee on forms provided by the State. The Statewide Performance Rating Committee shall make every effort to conduct a hearing on such appeal within 90 days of receipt of the appeal.

(d) Appellants shall have the right to CSEA-designated representation throughout the appeals process.

**(e) Unscheduled absences from work at the beginning, middle or end of the performance evaluation cycle can impact the rating due to the operational need to reassign work to other staff.**

**§40.2** A Statewide Performance Rating Committee will continue as a three person panel to hear and decide upon appeals from ratings of "Unsatisfactory." One member is to be selected by the Director of the Governor's Office of Employee Relations; a second member will be selected by the Statewide President of CSEA; the third will be jointly agreed upon by both the Director of the Governor's Office of Employee Relations and the President of the CSEA.

**§40.3** The State shall prepare, secure introduction, and recommend passage by the Legislature of such legislation required to provide for appropriations in the amount indicated in each year of the ~~2016-2021~~ **2021-2026** Agreement: ~~\$43,509~~ **48,999** in ~~2016-2017~~ **2021-2022**, ~~\$44,379~~ **49,979** in ~~2017-2018~~ **2022-2023**, ~~\$45,267~~ **50,978** in ~~2018-2019~~ **2023-2024**, ~~\$46,172~~ **51,889** in ~~2019-2020~~ **2025-2026**, and ~~\$47,096~~ **53,038** in ~~2020-2021~~ **2025-2026** for administrative expenses associated with the Statewide Performance Rating Committee activities.

**40.4 The State has the right, upon notice to CSEA, to move employees from a paper-based performance evaluation system to electronic performance evaluation system.**

#### **Article 43 Reimbursement for Property Damage**

(b) The State shall appropriate an amount not to exceed: ~~\$33,959~~ **37,493** in ~~2016-2017~~ **2021-2022**, ~~\$34,638~~ **37,493** in ~~2017-2018~~ **2022-2023**, ~~\$35,331~~ **38,243** in ~~2018-2019~~ **2023-2024**, ~~\$36,037~~ **39,008** in ~~2019-2020~~ **2024-2025**, and ~~\$36,758~~ **39,788** in ~~2020-2021~~ **2025-2026** to be administered by the Comptroller, to reimburse employees for personal property damage or destruction not covered by the provisions of subdivision 12 of Section 8 of the State Finance Law, subject to the following:

#### **Article 58 Duration of Agreement**

The term of this Agreement shall be from April 2, ~~2016~~ **2021** to April 1, ~~2021~~ **2026**.

#### **Administrative Services Unit**

##### **Article 49 Work-Related Clothing**

(a) The State will recommend to the Legislature that employees in the following titles receive \$58 in fiscal year **2021-2022, 2022-2023, and, starting April 1, 2023, and in each subsequent year of the Agreement, shall be \$70** to provide work related clothing: Office Assistant 1 (Stores/Mail), Office Assistant 2 (Stores/Mail), and Gaming Operations **Racing** Inspector.

#### **Division of Military And Naval Affairs Unit**

##### **Article 39 Uniform Maintenance Allowance**

(a) The Division shall provide a uniform compliment described below to each Air Base Security Guard, Air Base Security Guard Investigator and Senior Air Base Security Guard.

3 Shirts	Gun Belt
3 Pants	Holster
1 Jacket	Ammo Pouch
1 Pair Boots	Handcuffs (w/case)
2 Hats	Winter Coat
1 Pair Gloves	Rain Coat
1 Pants Belt	NYS Patches
1 Name Tag	

(b) The Division shall provide a uniform complement for Airport Firefighters I and II pursuant to NGR 5-1/ANGI 63-101.

(c) Each employee shall be provided an annual maintenance allowance of ~~\$5262~~, provided however that the employees who receive a regular uniform service or are not required to wear uniforms, shall not be eligible for this allowance.

#### **Institutional Services Unit**

##### **Article 46 Continuous Hours of Work**

When an employee's normal daily schedule is seven and one-half or eight hours, an employee shall not be required but may volunteer to work more than 16 consecutive hours in a 24-hour period. An employee of OPWDD or OMH in a direct care title who actually works 16 consecutive hours and then is mandated to work additional time beyond that 16 hours shall receive double time for all hours worked in excess of those 16 hours. In calculating eligibility, only time actually worked shall be counted. Time charged to leave accruals or on other full paid leave status shall not count toward determining the 16 hours of actual work.

**An employee of OPWDD or OMH in a direct care title who actually**

**works 16 consecutive hours and is then mandated to work additional time beyond 16 hours which abuts their next regularly scheduled shift, shall be instructed to go home for their shift and shall be paid for this shift without charge to leave accruals.**

#### **Article 49 Uniforms**

##### **§49.1 Uniform Maintenance Allowance**

(a) The State will recommend to the Legislature that each employee in the following titles shall be provided an annual maintenance allowance of ~~\$68~~ **82** if a part-time employee and ~~\$88~~ **106** if a full-time employee in each year of the Agreement: Food Service Titles, Mental Health Therapy Aide, Hospital Attendant, Nursing Assistant, Teaching Hospital Sterile Supply Technician, Licensed Practical Nurse, Youth Division Aide, Cadet Leaders 1-3, Wilderness Challenge Aide and Medical Office Assistant.

(b) Provided, however, that the employees who receive a regular uniform service or are not required to wear uniforms shall not be eligible for this allowance.

##### **§49.2 Work Related Clothing Allowance**

(a) The State will recommend to the Legislature that each employee in the following titles receive \$58 **70** in each year of the Agreement to provide work related clothing: Farmer, Farm Hand, Industrial Training Supervisor, Housekeeper, Lab Worker, Lab Technician, Lab Aide, Lab Helper, Lab Caretaker, Barber, Beautician, Dental Hygienist and Dental Assistant, Developmental Disabilities Secure Care Treatment Aide, and Secure Care Treatment Aide assigned to a sexual offender treatment program.

(b) Provided, however, employees who receive work related clothing shall not be eligible for this allowance.

#### **Operational Services Unit**

##### **Article 27**

##### **Distribution of Overtime**

**§27.2** In the event an available employee is skipped when available overtime is distributed among qualified employees who normally do such work under the supervisor responsible for assigning the overtime involved, the employee skipped shall be allowed to work the next available overtime equivalent to the amount of over-time worked by the employee for whom he or she was skipped. **However, at such skipped or denied employee's option they may await a comparable shift and work assignment.** The overtime rotational list shall not be used for subsequently available overtime until the skipped employee has had an opportunity to work overtime in the amount equivalent to the amount the employee would have worked had the employee not been skipped. **Instances of repeated occurrences of an employee being "skipped" for overtime shall be brought to the attention of management at the Step 1 level of the grievance procedure.**

##### **Article 49 Work-Related Clothing**

**§49.1** (a) The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to obtain an appropriation of funds indicated in each year of the ~~2016-2021~~ Agreement: ~~\$1,136,553~~ **1,230,242** in ~~2016-2017~~ **2021-2022**, ~~\$1,159,284~~ **1,230,242** in ~~2017-2018~~ **2022-2023**, ~~\$1,182,470~~ **1,476,290** in ~~2018-2019~~ **2023-2024**, ~~\$1,206,120~~ **1,476,290** in ~~2019-2020~~ **2024-2025**, and ~~\$1,230,242~~ **1,476,290** in ~~2020-2021~~ **2025-2026**, to be used for Operational Services Unit employees work-related clothing.

(b) The State and CSEA shall continue to oversee the distribution of funds. Labor and management at the appropriate local level shall meet to determine the method of distribution of funds once they have been advised of funds available to them. Options for distribution may include cash allowance, purchase or rental based on the funds available to the labor/management committees subject to guidelines provided by the State and CSEA. Expenditure of funds, however, may only be made upon concurrence and approval of the State and CSEA pursuant to

procedures developed by the parties.

#### **§49.2 Tools**

(a) Official department and agency practices regarding the furnishing of tools in existence on the effective date of the Agreement shall remain in effect for the term of the Agreement.

(b) The State shall appropriate funds indicated in each year of the ~~2016-2021~~ Agreement: ~~\$27,591~~ **30,463** in ~~2016-2017~~**2021-2022**, ~~\$28,143~~ **30,463** in ~~2017-2018~~**2022-2023**, ~~\$28,706~~ **31,072** in ~~2018-2019~~**2023-2024**, ~~\$29,280~~ **31,694** in ~~2019-2020~~**2024-2025**, and ~~\$29,865~~ **32,328** in ~~2020-2021~~**2025-2026**, to be administered by the State Comptroller, to reimburse employees required to provide personal tools used in the performance of his/ her job for loss due to fire or theft at the employer's premises, up to a maximum of \$2,000 subject to the following conditions:

(1) A \$250 deductible will be in effect on all claims.

(2) The fire or theft causing the loss must be substantiated by local law enforcement officials.

(3) The State shall provide a reasonably secure area for storage of employee personal tools which are required by the State. The employee shall take reasonable measures to ensure their safety.

(4) Annually, each employee shall submit to the appropriate department or agency official an inventory of his or her tools. That official will affirm that the inventory is present and authorized to be at the workplace. Such inventory and affirmation will be made part of the employee's personal history folder. Thereafter, at its discretion, the State may make random inventories to verify inventory as reported.

(5) Failure to submit the required inventory releases the State of all liability for loss of employee tools as a result of fire or theft. The State shall not be liable for personal tools provided by the employee in excess of the inventory authorized.

(6) Disputes regarding final disposition of claims pursued under this provision shall not be arbitrable. The employee's recourse to claims denied pursuant to this provision shall be the Court of Claims.

(c) Employees required by the State to provide a personal tool inventory for use in the performance of their jobs shall receive an annual allowance of \$175 in each year of the Agreement **2021-2022, \$182 in 2022-2023, \$186 in 2023-2024, \$189 in 2024-2025, and \$193 in 2025-2026.** Such allowance will be paid during June of each year of the Agreement. Only employees in the State's employ at the time of payment are eligible for the allowance.

#### **Article 51**

##### **Winter Maintenance Department of Transportation**

(4) Employees assigned to winter maintenance shifts which require them to change their normal working hours to a shift, any part of which falls between the hours of 6:00 p.m. and 6:00 a.m. on a regularly scheduled basis, shall receive \$400 (**effective April 1, 2023, \$750**) for each year of the Agreement winter maintenance seasons. Employees eligible to receive the foregoing payment shall not receive inconvenience pay during the period of their winter maintenance shift. Payment will be made during December of the respective season.

##### **(f) Call-Out Response Plan**

(1) In recognition of the necessity for employees of the Office of Transportation Systems Maintenance engaged in winter maintenance activities to be responsive to unscheduled call-outs, and to ensure an acceptable level of service, the following call-out response plan will be in operation:

(a) In instances where an individual is called out ten or more times during the season and:

<u>Responds To</u>	<u>Receives</u>
75% calls	\$225 ( <b>effective April 1, 2023, \$400</b> )
85% calls	\$300 ( <b>effective April 1, 2023, \$525</b> )
95% calls	\$500 ( <b>effective April 1, 2023, \$825</b> )

#### **Appendix III**

##### **Seasonal Employees**

The contents of this Appendix shall apply to employees appointed to seasonal positions. For purposes of this Appendix, a seasonal position is defined, as a position that is not established on a continuous basis throughout the year, but may be re-established in successive years. Seasonal positions are utilized for a specified period of time in conjunction with department or agency seasonal program needs.

The provisions of this Agreement shall pertain to employees appointed to seasonal positions to the extent they are applicable. However, the following Articles or sections thereof shall not apply:  
Article 4 Employee Organization Rights (except 4.1, 4.2, 4.3, 4.4, 4.5, 4.6 and 4.12)

Article 7 Compensation (except that Inconvenience Pay, 7.8, and Downstate Adjustment, 7.9, shall apply on an hourly, prorated basis; and except that 7.10(a), (c) and (d) shall apply to seasonal employees who have Attendance Rules coverage)

Article 10 Attendance and Leave (except to employees in seasonal positions who have Attendance Rules coverage; and except for less than full-time employees article which applies to all seasonal employees)

Article 11 Workers' Compensation Benefit (except to employees in seasonal positions who have Attendance Rules coverage)

Article 12 Leave for Probationary Employees

Article 13.6 Salary Deduction Information Article  
13.7 Deduction for Employee Credit Union

~~Article 14 Employee Training and Development~~

Article 19 Layoff Units

Article 20 Layoffs in Non-Competitive and Labor Classes

Article 22 Employment Security

Article 32 Workday/Workweek

Article 39 Benefits Guaranteed

Article 40 Performance Evaluation

Article 41 Departmental Negotiations

Article 44 Definition of Seniority

Article 45 Posting and **Bidding for** Job Vacancies (except as noted in G of this Appendix)

#### **Appendix XI**

##### **Productivity Enhancement Program**

This Appendix describes the Productivity Enhancement Program available to employees in the Administrative Services, Institutional Services, Operational Services and Division of Military and Naval Affairs Units. Detailed guidelines on program administration will be issued by the Department of Civil Service.

##### **Program Overview**

Eligible employees may elect to participate in the Productivity Enhancement Program. As detailed below, this program allows eligible employees to exchange previously accrued annual leave (vacation) and/or personal leave in return for a credit to be applied toward their employee share NYSHIP premiums on a biweekly basis.

The program will be available for the entire calendar year in ~~2017, 2018, 2019, 2020, and 2021~~ **2023-2026**. During each of these years the credit will be divided evenly among the State paydays that fall between January 1 and December 31.

Disputes arising from this program are not subject to the grievance procedure contained in this Agreement. ~~This is a pilot program that will sunset on December 31, 2021 unless extended by mutual agreement of the parties.~~

##### **Eligibility/Enrollment**

In order to enroll an employee must:

- Be a classified or unclassified service employee in a title below Salary Grade 25 or equated to a position below Salary Grade 25, or be a non-statutory employee with an annual salary no greater than the job rate of the Salary Grade 24;
- Be an employee covered by the ~~2016-2021~~ **2021-2026** New York State/ CSEA Collective Bargaining Agreements;
- Have a sufficient leave balance to make the full leave forfeiture at the time of enrollment without bringing their combined annual and personal leave balances below 8 days; and
- Be a NYSHIP enrollee (contract holder) in either the Empire Plan or an HMO at the time of enrollment.
- Part-time employees who meet these eligibility requirements will be eligible to participate on a prorated basis.
- Once enrolled for a given year, employees continue to participate unless they separate from State service or cease to be NYSHIP contract holders. Leave forfeited in association with the program will not be returned, in whole or in part, to employees who cease to be eligible for participation in the program.

During any calendar year in which an employee participates, the credit established upon enrollment in the program will be adjusted only if the employee moves between individual and family coverage under NYSHIP during that calendar year.

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

##### **Calendar Years 2017 and 2018**

• (SG 1-17) Full-time employees, up to and including SG-17 (or non-statutory employees with an annual salary no greater than the job rate of SG-17), who enroll in the program will be eligible to forfeit a total of either 3 or 6 days of annual and/or personal leave standing to their credit at the time of enrollment in return for a credit of up to either \$500 or \$1,000 to be applied toward the employee share of NYSHIP premiums and deducted from biweekly paychecks in that year. The credit will be divided evenly among the State paydays that fall between January 1 and December 31, of each year the employee elects to enroll.

• (SG 18-24) Full-time employees in SG-18 (or non-statutory employees equated to SG-18, or in the absence of that, employees with an annual salary exceeding the job rate of SG-17) up to and including SG-24 (or non-statutory employees with an annual salary no greater than the job rate of SG-24), who enroll in the program will be eligible to forfeit a total of 2 or 4 days of annual and/or personal leave standing to their credit at the time of enrollment in return for a credit of up to either \$500 or \$1,000 to be applied toward the employee share of NYSHIP premiums deducted from bi-weekly paychecks in each year. This credit will be divided evenly among the State paydays that fall between January 1 to December 31, 2013 of each year the employee elects to enroll.

##### **Calendar Years 2019, 2020 and 2021 2023-2026**

• (SG 1-17) Full-time employees, up to and including SG-17 (or non-statutory employees with an annual salary no greater than the job rate of SG-17), who enroll in the program will be eligible to forfeit a total of either 3 or 6 **4 or 8** days of annual and/or personal leave standing to their credit at the time of enrollment in return for a credit of up to either \$600 or \$1,200 **\$800 or \$1,600** to be applied toward the employee share of NYSHIP premiums and deducted from biweekly paychecks in that year. The credit will be divided evenly among the State paydays that fall between January 1 and December 31, of each year the employee elects to enroll.