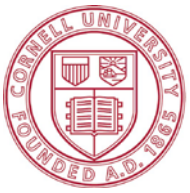

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Title: **New York, State of and New York State Administrative Services Unit, CSEA Local 1000, AFSCME, AFL-CIO (2011) (MOA)**

Employer Name: **New York, State of**

Union: **New York State Administrative Services Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000**

Effective Date: **04/02/11**

Expiration Date: **04/01/16**

PERB ID Number: **7848**

Unit Size: **N/A**

Number of Pages: **102**

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ADMINISTRATIVE SERVICES UNIT AGREEMENT

Agreement made by and between the Executive Branch of the State of New York (the "State") and The Civil Service Employees Association, Inc. ("CSEA").

ARTICLE 1
Recognition

The State, pursuant to the certification of the Public Employment Relations Board, recognizes CSEA as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment of employees serving in positions in the Administrative Services Unit and similar positions hereafter created. The terms "employee" or "employees" as used in this Agreement shall mean only employees serving in positions in such unit and shall include seasonal employees where so specified.

ARTICLE 2
Statement of Policy and Purpose

§2.1 It is the policy of the State to continue harmonious and cooperative relationships with its employees and to ensure the orderly and uninterrupted operations of government. This policy is effectuated by the provisions of the Public Employees' Fair Employment Act granting public employees the rights of organization and collective representation concerning the determination of the terms and conditions of their employment.

§2.2 The State and CSEA now desire to enter into an agreement reached through collective negotiations which will have for its purposes, among others, the following:

(a) To recognize the legitimate interests of the employees of the State to participate through collective negotiations in the determination of the terms and conditions of their employment.

(b) To promote fair and reasonable working conditions.

(c) To promote individual efficiency and service to the citizens of the State.

(d) To avoid interruption or interference with the efficient operation of the State's business.

(e) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3
Unchallenged Representation

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

ARTICLE 4
Employee Organization Rights

§4.1 Exclusive Negotiations With CSEA

The State will not negotiate or meet with any other employee organization or employee group with reference to terms and conditions of employment of employees. When such organizations or employee groups, whether organized by the employer or employees, request meetings for any other purpose, notice shall be sent to the local CSEA representative and CSEA shall be afforded the opportunity to attend such meetings in order that CSEA may fulfill its obligation as a collective negotiating agent to represent these employees and groups of employees.

§4.2 Payroll Deductions

(a) CSEA shall have exclusive payroll deduction of membership dues and premiums for all forms of insurance sponsored by CSEA and no other employee organization or any other organization shall be accorded any such payroll deduction privilege for membership dues and/or premiums for any form of insurance. Credit unions shall not be accorded any payroll deduction privilege for insurance premiums unless such insurance is incidental to a loan.

(b) The parties agree that CSEA shall have an exclusive payroll deduction for all CSEA unit represented employees who elect to participate in the AFSCME program known as "Public Employees Organized for Political and Legislative Equality."

(c) The parties agree that voluntary deductions for CSEA dues and other authorized deductions allowed by Section 110-b of the Retirement and Social Security Law will continue to be available to

all CSEA retirees who retired on or after January 1, 1987.

§4.3 Bulletin Boards

(a) The State shall provide a reasonable amount of exclusive bulletin board space in an accessible place in each area occupied by a substantial number of employees for the purpose of posting bulletins, notices and material issued by CSEA, which shall be signed by the designated official of CSEA or its appropriate local. Such bulletin boards may be made secure pursuant to local level labor/management agreement. No such material shall be posted which is profane, obscene, or defamatory of the State or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof. No other employee organization except employee organizations which have been certified or recognized as the representative for collective negotiations of other State employees employed at such locations shall have the right to post material upon State bulletin boards; provided, however, that such right shall not be exclusive during campaign periods or periods of challenge as defined in Section 208 of the Civil Service Law.

(b) The number and location of bulletin boards as well as arrangements with reference to placing material thereon and removing material therefrom shall be subject to mutual understandings at the departmental or agency level; provided, however, that any understanding reached with respect thereto shall provide for the removal of any bulletin or material objected to by the State which removal may be contested pursuant to the contract grievance procedure provided for herein.

§4.4 Office Space

(a) In those facilities specified in the Lease Agreement effective April 1, 1982, CSEA shall have office space which shall be used solely for the purpose of conducting representation duties as provided by Civil Service Law, Section 208, provided that: (1) the Civil Service Employees Association, Inc. shall reimburse the State for such space by payment of a single yearly fee; (2) such space shall be subject to a standard State lease for use of State premises; (3) CSEA shall provide a comprehensive liability insurance policy regarding such space; and (4) such use shall be subject to the State's need for the space. In the event that the State needs to reoccupy such space,

reasonable advance notice shall be given to CSEA. The term "office space" as used herein, shall not include the use of State equipment, furnishings or supplies.

(b) In the event that, after the execution of this Agreement, CSEA shall demonstrate a need for space in addition to that provided in paragraph (a) above for the purposes stated therein, the State shall consider requests presented by CSEA at the department or agency level, which shall make its recommendation to the Governor's Office of Employee Relations. The determination whether to rent additional space shall be made by the Governor's Office of Employee Relations in accordance with the best interests of the State and subject to the provisions contained in paragraph (a) above.

(c) Grievances alleging violation of Section 4.4 shall not be arbitrable, but shall be processed pursuant to Article 34.1(b).

§4.5 Meeting Space

No other employee organization, except employee organizations which have been certified or recognized as the representative for collective negotiations of other State employees, shall have the right to meeting space in State facilities. No employee group shall have the right to meeting space in State facilities for the purpose of discussing terms and conditions of employment which are the responsibility of the collective bargaining agent.

§4.6 Access to Employees

(a) CSEA representatives shall, on an exclusive basis, except during campaign periods and periods of challenge as defined in Section 208 of the Civil Service Law, have access to employees during working hours to explain CSEA membership, services and programs under mutually developed arrangements with department or agency heads. Any such arrangements shall ensure that such access shall not interfere with work duties or work performance. Such consultations shall be no more than 15 minutes per employee per month, and shall not exceed an average of 10 percent per month of the employees in the operating unit (e.g., institution, DDSO, hospital, college, main office or appropriate facility) where access is sought.

(b) Department and agency heads may make reasonable and appropriate arrangements with CSEA whereby it may advise employees of the additional availability of CSEA representatives for

consultations during non-working hours concerning CSEA membership, services and programs.

(c) Access to employees for purposes related to grievance and discipline is provided in Section 4.9 of the Agreement.

§4.7 Lists of Employees

The State, at its expense, shall furnish the CSEA Director of Contract Administration on at least a quarterly basis, information showing the name, address, unit designation, social security number, payroll agency, alphabetic title, classified seniority date*, date of original appointment to State service and veteran status code of all new employees and any current employee whose payroll agency or address has changed during the period covered by the report.

§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.

*Date of initial permanent appointment to a classified position followed by continuous State service.

(2) 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.

(3) 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 work stations 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.

(d) CSEA shall provide to the Director of the Governor's Office of Employee Relations, on a quarterly basis, a list of CSEA officers and directors, local officers, and other employees eligible for employee organization leave, together with official work stations, departments and agencies of such employees. Where a CSEA Local is comprised of employees from more than one agency and/or work location, CSEA shall so indicate. An employee whose name does not appear on the list can be denied employee organization leave, at the State's discretion.

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

§4.9 Contract/Non-Contract and Disciplinary Grievance Investigation and Representation

(a) CSEA Local representatives shall be granted reasonable and necessary employee organization leave, including travel time, for the investigation of claimed grievances and processing of grievances pursuant to the provisions of Articles 33 and 34 of this Agreement subject to the following conditions:

(1) Employees Designated as Representatives

Beginning April 1, 1999, and quarterly thereafter, CSEA shall provide the Director of the Governor's Office of Employee Relations with a listing of grievance representatives including official work station and departments/agencies of such employees. Between quarterly listings, CSEA shall notify the State in writing on the first of each month of any addition or deletion affecting the employees eligible for employee organization leave for this purpose.

Where a CSEA Local is comprised of employees from more than one agency and/or work location, CSEA shall so indicate. An employee whose name does not appear on the list can be denied employee organization leave, at the State's discretion.

(2) When such activities extend beyond the employee's scheduled working hours, such time shall not be considered as in paid status.

§4.10 Leave for Labor/Management Activity

A reasonable number of employees shall be granted a reasonable amount of employee organization leave, including travel time, for the purpose of participating in mutually scheduled joint meetings of special committees established pursuant to other Articles of this Agreement or mutually scheduled joint meetings of management and employees.

§4.11 Travel Time

Travel time as used in this Article shall mean actual and necessary travel time not to exceed five (5) hours each way.

§4.12 Leave of Absence Information

The State shall provide an employee who is going on an authorized leave of absence with information regarding continuation of coverage under the State's Health Insurance Program during such leave. The State shall also provide to such an employee a memorandum prepared by CSEA regarding necessary payments for CSEA dues and insurance premiums during such leave.

ARTICLE 5
Management Rights

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the State are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the State; to determine the facilities, methods, means and number of personnel required for conduct of State programs; to administer the Merit System, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish the specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE 6
No Strikes

§6.1 CSEA shall not engage in a strike, nor cause, instigate, encourage or condone a strike.

§6.2 CSEA shall exert its best efforts to prevent and terminate any strike.

§6.3 Nothing contained in this Agreement shall be construed to limit the rights, remedies or duties of the State or the rights, remedies or duties of CSEA or employees under State law.

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 Retention Payment

(a) Effective March 28, 2013 for employees on the administrative payroll and effective April 4, 2013 for employees on the institutional payroll a lump sum retention payment of $775 dollars shall be

made to each employee in such units in full-time employment status who was:

(i) active on the date of ratification of the agreement between the State and the negotiating unit covering such employee; and

(ii) in continuous service, as defined by Paragraph (c) of Subdivision 3 of Section 130 of the Civil Service Law, from that date until March 28, 2013 for employees on the administrative payroll and on April 4, 2013 for employees on the institutional payroll.

Such lump sum shall be considered salary for final average salary retirement purposes but shall not become part of basic annual salary. Notwithstanding the foregoing provisions of this subdivision, employees who would have otherwise been eligible to receive such lump sum payment, but who were not on the payroll on such date, shall be eligible for said payment if they return to full-time employment status during the fiscal year 2013-2014 without a break in continuous service.

(b) Effective March 27, 2014 for employees on the administrative payroll and effective April 3, 2014 for employees on the institutional payroll a lump sum payment of $225 dollars shall be made to each employee in such units in full-time employment status who was:

(i) active on the date of ratification of the agreement between the State and the negotiating unit covering such employee; and

(ii) in continuous service, as defined by Paragraph (c) of Subdivision 3 of Section 130 of the Civil Service Law, from that date until March 28, 2013 for employees on the administrative payroll and April 4, 2013 for employees on the institutional payroll.

Such lump sum shall be considered salary for final average salary retirement purposes but shall not become part of basic annual salary. Eligible employees do not have to be on the payroll on such date to receive this lump sum payment.

§7.2 Payment Above the Job Rate for Fiscal Year 2011–2012

(a) Eligibility

(1) Each employee who as of March 31, 2011, 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.

(2) Each employee who completes five years or more of continuous service between April 1, 2011 and September 30, 2011 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.

(3) Each employee who as of March 31, 2011, 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 both a five year longevity payment and a ten year longevity payment.

(4) Each employee who completes ten years or more of continuous service between April 1, 2011 and September 30, 2011 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 both a five year longevity payment and a ten year longevity.

(b) Longevity Payments

(1) Longevity payments shall be lump-sum, non-recurring payments in the amount of $1,250 each for employees in full-time status as of March 31, 2011 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 in (a) (1) and (3) above, and shall be paid in April 2011 or as soon as practicable. The lump-sum payment for employees eligible to receive both a five year and a ten year longevity payment shall be $2,500.

(2) Longevity payments shall be lump-sum, non-recurring payments in the amount of $1,250 each for employees in full-time status as of September 30, 2011 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 in (a) (2) and (4) above, and shall

be paid in October 2011 or as soon as practicable. The lump-sum payment for employees eligible to receive both a five year and a ten year longevity payment shall be $2,500.

(c) Employees on Leave

(1) Employees otherwise eligible to receive longevity payments who, on the March 31 eligibility date, 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 eligibility date, 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.

(2) Employees otherwise eligible to receive longevity payments who, on the September 30 eligibility date, 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 September 30 eligibility date, 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.

§7.3 Payment Above the Job Rate for Fiscal Year 2012-2013

(a) Eligibility

(1) Each employee who as of March 31, 2012, 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.

(2) Each employee who completes five years or more of continuous service between April 1, 2012 and September 30, 2012 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.

(3) Each employee who as of March 31, 2012, 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 both a five year longevity payment and a ten year longevity payment.

(4) Each employee who completes ten years or more of continuous service between April 1, 2012 and September 30, 2012 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 both a five year longevity payment and a ten year longevity.

(b) Longevity Payments

(1) Longevity payments shall be lump-sum, non-recurring payments in the amount of $1,250 each for employees in full-time status as of March 31, 2012 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 in (a) (1) and (3) above, and shall be paid in April 2012 or as soon as practicable. The lump-sum payment for employees eligible to receive both a five year and a ten year longevity payment shall be $2,500.

(2) Longevity payments shall be lump-sum, non-recurring payments in the amount of $1,250 each for employees in full-time status as of September 30, 2012 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 in (a) (2) and (4) above, and shall be paid in October 2012 or as soon as practicable. The lump-sum payment for employees eligible to receive both a five year and a ten year longevity payment shall be $2,500.

(c) Employees on Leave

(1) Employees otherwise eligible to receive longevity payments who, on the March 31 eligibility date, 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 eligibility date, 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.

(2) Employees otherwise eligible to receive longevity payments who, on the September 30 eligibility date, 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 September 30 eligibility date, 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.

§7.4 Payment Above the Job Rate for Fiscal Year 2013-2014

(a) Eligibility

(1) Each employee who as of March 31, 2013, 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.

(2) Each employee who completes five years or more of continuous service between April 1, 2013 and September 30, 2013 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.

(3) Each employee who as of March 31, 2013, 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 both a five year longevity payment and a ten year longevity payment.

(4) Each employee who completes ten years or more of continuous service between April 1, 2013 and September 30, 2013 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

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(1) Longevity payments shall be lump-sum, non-recurring payments in the amount of $1,250 each for employees in full-time status as of March 31, 2013 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 in (a) (1) and (3) above, and shall be paid in April 2013 or as soon as practicable. The lump-sum payment for employees eligible to receive both a five year and a ten year longevity payment shall be $2,500.

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(c) Employees on Leave

(1) Employees otherwise eligible to receive longevity payments who, on the March 31 eligibility date, 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 eligibility date, 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.

(2) Employees otherwise eligible to receive longevity payments who, on the September 30 eligibility date, 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 September 30 eligibility date, 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.

§7.5 Salary Increase for Fiscal Year 2014-2015

Effective March 27, 2014 for employees on the administrative payroll and April 3, 2014 for employees on the institutional payroll, the basic annual salary of employees in full–time employment status on March 26, 2014 and April 2, 2014 respectively, 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 March 27, 2014 or April 3, 2014 schedule.

§7.6 Payment Above the Job Rate for Fiscal Year 2014–2015

(a) Eligibility

(1) Each employee who as of March 31, 2014, 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.

(2) Each employee who completes five years or more of continuous service between April 1, 2014 and September 30, 2014 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.

(3) Each employee who as of March 31, 2014, 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 both a five year longevity payment and a ten year longevity payment.

(4) Each employee who completes ten years or more of continuous service between April 1, 2014 and September 30, 2014 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 both a five year longevity payment and a ten year longevity.

(b) Longevity Payments

(1) Longevity payments shall be lump-sum, non-recurring payments in the amount of $1,250 each for employees in full-time status as of March 31, 2014 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 in (a) (1) and (3) above, and shall be paid in April 2014 or as soon as practicable. The lump-sum payment for employees eligible to receive both a five year and a ten year longevity payment shall be $2,500.

(2) Longevity payments shall be lump-sum, non-recurring payments in the amount of $1,250 each for employees in full-time status as of September 30, 2014 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 in (a) (2) and (4) above, and shall be paid in October 2014 or as soon as practicable. The lump-sum payment for employees eligible to receive both a five year and a ten year longevity payment shall be $2,500.

(c) Employees on Leave

(1) Employees otherwise eligible to receive longevity payments who, on the March 31 eligibility date, 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 eligibility date, 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.

(2) Employees otherwise eligible to receive longevity payments who, on the September 30 eligibility date, 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 September 30 eligibility date, 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.

§7.7 Salary Increase for Fiscal Year 2015–2016

Effective March 26, 2015 for employees on the administrative payroll and April 2, 2015 for employees on the institutional payroll, the basic annual salary of employees in full-time employment status on March 25, 2015 and April 1, 2015 respectively, 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 March 26, 2015 or April 2, 2015 schedule.

§7.8 Payment Above the Job Rate for Fiscal Year 2015–2016

(a) Eligibility

(1) Each employee who as of March 31, 2015, 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.

(2) Each employee who completes five years or more of continuous service between April 1, 2015 and September 30, 2015 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.

(3) Each employee who as of March 31, 2015, 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 both a five year longevity payment and a ten year longevity payment.

(4) Each employee who completes ten years or more of continuous service between April 1, 2015 and September 30, 2015 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 both a five year longevity payment and a ten year longevity.

(b) Longevity Payments

(1) Longevity payments shall be lump-sum, non-recurring payments in the amount of $1,250 each for employees in full-time status as of March 31, 2015 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 in (a) (1) and (3) above, and shall be paid in April 2015 or as soon as practicable. The lump-sum payment for employees eligible to receive both a five year and a ten year longevity payment shall be $2,500.

(2) Longevity payments shall be lump-sum, non-recurring payments in the amount of $1,250 each for employees in full-time status as of September 30, 2015 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 in (a) (2) and (4) above, and shall be paid in October 2015 or as soon as practicable. The lump-sum payment for employees eligible to receive both a five year and a ten year longevity payment shall be $2,500.

(c) Employees on Leave

(1) Employees otherwise eligible to receive longevity payments who, on the March 31 eligibility date, 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 eligibility date, 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.

(2) Employees otherwise eligible to receive longevity payments who, on the September 30 eligibility date, 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 September 30 eligibility date, 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.

§7.9 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.

§7.10 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.

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%

(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.

§7.11 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.

§7.12 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.

§7.13 Applicability

(a) Sections 7.1, 7.5 and 7.7 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. With respect to Section 7.1, the pro rata payment shall reflect the actual hours worked by an eligible employee for the period specified in Section 7.1(a).

(b) Sections 7.2, 7.3, 7.4, 7.6, 7.8, 7.9, 7.10, 7.11, and 7.12 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.

§7.14 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.

§7.15 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.

(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.

(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.

§7.16 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 7.16(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.

§7.17 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.

§7.18 Hazardous Duty Pay

Eligible employees shall be paid a hazardous duty differential of $0.75 per hour effective April 2, 2007 pursuant to the provisions of Civil Service Law Section 130.9.

ARTICLE 8
Travel/Relocation Expense Reimbursement

§8.1 Per Diem Meal and Lodging Expenses

(a) The State agrees to reimburse, on a per diem basis as established by Rules and Regulations of the Comptroller (the Rules), employees who are eligible for travel expenses, for their expenses incurred while in travel status in the performance of their official duties for a full day at either the schedule for unreceipted expenses (Method 1) or the schedule for receipted expenses (Method 2), at their option, as specified in the Rules. Expenses under Method 2 for authorized overnight travel shall be reimbursed to a maximum of published per diem rates as specified in the Rules. Such rates shall be equal to the combined per diem lodging and meal reimbursement rate provided by the U.S. General Services Administration (GSA) as published in the Federal Register and shall be revised prospectively in accordance with any revision to those rates made by the GSA. An employee in travel status for less than a full day who incurs no lodging charges may be reimbursed for breakfast and dinner as specified in the rules.

(b) In recognition of the fact that meals and lodging which are fully accessible to employees with disabilities may not be reasonably available within the specified rates, reimbursement for reasonable and necessary expenses will be allowed as specified by the Comptroller.

§8.2 Mileage Allowance

(a) The personal vehicle mileage reimbursement rate for employees in this unit shall be consistent with the maximum mileage

allowance permitted by the Internal Revenue Service. Such payments shall be made in accordance with the Rules and Regulations of the Comptroller.

§8.3 Triborough Bridge Tolls

The State agrees, contingent upon continuation of Legislative approval of recommended funds, to continue payment for car tolls over the Triborough Bridge for employees employed at and not residing at facilities on Ward's Island, New York, operated by the New York State Office of Mental Health for the reason that (a) heretofore, free ferry service was provided to the Island, which service has been discontinued, and (b) there is no way for such employees to reach their work by car except over a toll bridge. CSEA agrees that the correction of the situation at this work location will not and cannot be used as a precedent to seek payment of fares or tolls at other work locations.

§8.4 Extended Travel

The State agrees to provide $20 additional travel expense reimbursement for each weekend employees are in overnight travel status provided they are in such travel status at the direction of their agency and are at least 300 miles from their home and their official station.

§8.5 Use of Personal Vehicles

(a) When employees make available their personal vehicles to transport clients or residents in the care of the State, the State agrees to provide, subject to the Rules and Regulations of the Comptroller, a supplemental mileage allowance rate of seven cents per mile for the use of personal vehicles for those persons eligible for such allowance when authorized to transport clients or residents.

(b) When employees make available their personal vehicles to transport building or construction materials, the State agrees to provide, subject to the rules and regulations of the Comptroller, a supplemental mileage allowance rate of seven cents per mile for the use of personal vehicles when authorized to transport such materials.

§8.6 Relocation Expenses

During the term of this Agreement, employees in CSEA negotiating units who qualify for reimbursement for travel and moving expenses upon transfer, reassignment or promotion (under Section 202 of the State Finance Law and the regulations thereunder) or for

reimbursement for travel and moving expenses upon initial appointment to State service (under Section 204 of the State Finance Law and the regulations thereunder) shall be entitled to payment at the rates provided in the Rules of the Director of the Budget 9 NYCRR Part 155.

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, 2011 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. 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. Charges for outpatient laboratory and diagnostic services covered by the hospital contract will be subject to a $30 copayment. Charges for outpatient surgery services covered by the hospital contract will be subject to a $40 copayment per outpatient visit. 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 a $60 copayment. Charges for outpatient laboratory and diagnostic services provided in such remote location of the hospital will be subject to a $30 copayment. Outpatient surgery services provided in such remote location of the hospital will be subject to a $40 copayment per outpatient visit.

(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. There will be a separate

$1,500 annual Hospital coinsurance maximum per enrollee, enrolled spouse/domestic partner and all dependent children combined established for non-network hospital out-of-pocket expenses. Coincident with the implementation of the January 1, 2012 Federal Mental Health Parity requirements, covered expenses for hospital services will be included in the combined coinsurance maximum set forth in section 9.5(b) of the Agreement.

• Prior to the January 1, 2012 implementation of the Federal Mental Health Parity requirements, the $1,500 Hospital coinsurance maximum is for non-network hospital expenses only and cannot be combined with any coinsurance maximums for other Empire Plan components.

• 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.

§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. Effective October 1, 2011, preventative

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 $15 copayment per covered individual. Effective October 1, 2011, office visit charges by participating providers will be subject to a $20 copayment per covered individual. Office visit charges by participating providers for well childcare, including routine pediatric immunizations, will be excluded from the office visit copays.

(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 $15 copayment per covered individual. Effective October 1, 2011 all covered outpatient surgery procedures performed by a participating provider during a visit will be subject to a $20 copayment per covered individual.

(d) In the event that there is both an office visit charge and an 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 $15 copayment per covered individual. Effective October 1, 2011, all covered diagnostic/laboratory services performed by a participating provider during a visit will be subject to a $20 copayment per covered individual.

(f) All covered outpatient radiology services performed by a participating provider during a visit will be subject to a $15 copayment per covered individual. Effective October 1, 2011 all covered outpatient radiology services performed by a participating provider during a visit will be subject to a $20 copayment per covered individual.

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

(i) 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) All covered outpatient surgery performed at a participating freestanding ambulatory surgery center will be subject to a $30 copayment. Covered services shall include anesthesiology, radiology and laboratory tests performed on the same day of surgery.

(k) Effective January 1, 2012 or as soon as practicable, 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).

§9.4 Empire Plan Basic Medical

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.

(a) 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, 2011.

(b) 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 basic medical component deductible shall equal $250 per enrollee, $250 per covered spouse/domestic partner, and $250 for one or all dependent children. Covered expenses for mental health and/or substance abuse treatment or physical medicine services are excluded in determining the basic medical component deductible. Effective January 1, 2012 the annual basic medical component deductible shall equal $1,000 per enrollee, $1,000 per covered spouse/domestic partner and $1,000 for one or all dependent children. Effective January 1, 2012 the annual basic medical component deduct-

ible 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 per enrollee, $500 per covered spouse/domestic partner and $500 for one or all dependent children. Coincident with the implementation of the January 1, 2012 Federal Mental Health Parity requirements, 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 on and after January 1, 2012.

(b) The annual maximum enrollee coinsurance out-of-pocket expense under the basic medical component shall equal $515 for the enrollee, $515 for the covered spouse/domestic partner, and $515 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 $515 annual maximum coinsurance out-of-pocket expense shall be reduced to $309 for the enrollee, $309 for the covered spouse/domestic partner, and $309 for one or all dependent children. Effective January 1, 2012 with the implementation of the Federal Mental Health Parity requirements, the annual maximum enrollee coinsurance out-of-pocket expense under the basic medical component shall equal $3,000 for the enrollee, $3,000 for the covered spouse/domestic partner and $3,000 for one or all dependent children. Effective January 1, 2012 for 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 for the enrollee, $1,500 for the covered spouse/domestic partner and $1,500 for one or all dependent children. Effective January 1, 2012, 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) Effective January 1, 2012, if there are no participating providers available within the GeoAccess standards established under Article 9.29, access to network benefits will be made available to enrollees for primary care physicians and core provider specialties as agreed under Article 9.29.

(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) under the participating provider portion of the Empire Plan. The list of immunizations shall include Influenza, Pneumococcal, Measles, Mumps, Rubella, Varicella, Meningoccocal, Tetanus Toxoid, and Herpes Zoster (Shingles) and shall be subject to protocols developed by the medical program insurer.

(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 vaccine is included on the list of pediatric immunizations, subject to appropriate protocols, under the participating provider and basic medical components of the Empire Plan. Effective October 1, 2011, preventative 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 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 benefit under the Empire Plan. External mastectomy prostheses will 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, 2012, 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 $1,500, 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

(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, 2011, 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. Expenses applied against the mental health and substance abuse non-network deductible and network copayments will not apply against any deductible or copayments or maximums under the basic medical component of the Plan. Coincident with the implementation of the January 1, 2012 Federal Mental Health Parity requirements, 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.

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

§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 provision will remain. Coincident with the implementation of the January 1, 2012 Federal Mental Health Parity requirements, 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. The participating provider office visit copayment(s) shall apply to covered physical therapy visits received at the outpatient department of the hospital.

§9.10 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) covered services: patient education/counseling, diagnostic testing, ovulation induction/hormonal therapy, surgery to enhance

reproductive capability, artificial insemination and Assisted Reproductive Technology procedures;

(e) exclusions: experimental procedures, fertility drugs dispensed at a licensed pharmacy, medical and other charges for surrogacy, donor services/compensation in connection with 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 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 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 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 Premium Contribution Level - Health Only

(a) The State agrees to pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent coverage toward the hospital/medical/mental health and substance abuse components provided under the Empire Plan. Effective October 1, 2011 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. Effective October 1, 2011 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 and agrees to pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent coverage toward the hospital/-medical/mental health and substance abuse components of each HMO, however, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan. Effective October 1, 2011 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 per-

cent 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. Effective October 1, 2011 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 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. The State agrees to pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent prescription drug coverage under the Empire Plan and Health Maintenance Organizations. Effective October 1, 2011 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. Effective October 1, 2011 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 Health Insurance Enrollment Opt-out

Effective January 1, 2012, 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 Opt-out program will allow for re-entry to NYSHIP during the calendar year subject to a Federally Qualifying Event and during the annual option transfer period. The enrollee must be enrolled in NYSHIP prior to April 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 Prescription Drug Benefit Structure

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. 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
- $15 Preferred-Brand/Level Two ($25 effective 10/1/2011)
- $40 Non-Preferred Brand/Level Three ($45 effective 10/1/2011)

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
- $30 Preferred Brand/Level Two ($50 effective 10/1/2011)
- $70 Non-Preferred Brand/Level Three ($90 effective 10/1/2011)

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

• $20 Preferred Brand/Level Two ($50 effective 10/1/2011)

•$65 Non-Preferred Brand/Level Three ($90 effective 10/1/2011)

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) Effective January 1, 2013, 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.

(c) Effective October 1, 2011 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.

• Following implementation, enrollees may fill one prescription for a drug included in the Specialty Pharmacy Program at a retail pharmacy. After the initial fill at a retail pharmacy, all subsequent fills must be dispensed through the Specialty Pharmacy Program.

• Drugs included in the Specialty Pharmacy Program will be assigned to copayment levels subject to the following copayments:

(1) for up to a 30-day supply:

- $5 Generic/Level One
- $25 Preferred-Brand/Level Two
- $45 Non-Preferred Brand/Level Three

(2) for a 31-90 day supply:

- $5 Generic/Level One
- $50 Preferred Brand/Level Two
- $90 Non-Preferred Brand/Level Three

(d) Effective October 1, 2011 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:

• 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.

• 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.

• Effective October 1, 2011, upon implementation of the "Enhanced Flexible Formulary", enrollees who are prescribed and fill a prescription for certain Level One Drugs instead of excluded drugs shall receive a four month Level One copayment waiver. The drugs chosen for the copayment waiver shall be the top 3 highest volume preferred or non-preferred drugs that are excluded under the Enhanced Flexible Formulary, as determined by the Prescription Drug Program Insurer/Pharmacy Benefit Manager.

§9.18 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.

§9.19 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.

§9.20 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.

§9.21 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.

§9.22 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.

§9.23 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.

§9.24 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) Effective July 1, 2008, 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.

§9.25 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.

§9.26 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.

§9.27 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.

§9.28 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.

§9.29 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: $1,331,000 in 2011-2012, $1,331,000 in 2012-2013, $1,331,000 in 2013-2014, 1,358,000 in 2014-2015 and $1,385,000 in 2015-2016.

(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 non-urgent/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, 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) Upon completion of the Study of Alternative Drugs regarding the feasibility of a pilot project offering an Alternative Prescription Drug Program to Empire Plan enrollees, the State and CSEA JCHB will work with the State to take the appropriate steps to offer such a pilot program if found advantageous and feasible.

(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 look at a copayment waiver program for office visits and prescription drugs when related to chronic conditions.

(13) 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.

(14) The JCHB and the State will regularly review the ongoing role of nurse practitioners and convenient care clinics (also referred to as "minute clinics" or "retail clinics") as providers in the Empire Plan.

(15) 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.

(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 study the feasibility of administering the Empire Plan through an alternate funding arrangement.

(8) The JCHB will work with the State to implement a direct debit vehicle to be utilized under the Medical Flexible Spending Account.

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

(10) 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-bidders 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.

(11) 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 geo-access unless jointly agreed to by CSEA and the State.

(j) The Joint Committee shall continue to sponsor the agency health insurance administrator-training program.

(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.

§9.30 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.

§9.31 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.

ARTICLE 10
Attendance and Leave

§10.1 Holiday Observance

(a) An employee who is entitled to time off with pay on days observed as holidays by the State as an employer shall be granted compensatory time off when any such holiday falls on a Saturday; provided, however, that employees scheduled or directed to work on any such Saturday may receive additional compensation in lieu of such compensatory time off in accordance with Section 7.16 of this Agreement. The State may designate a day to be observed as a

holiday in lieu of such holiday which falls on Saturday.

(b) 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
2. Martin Luther King Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veterans Day
11. Thanksgiving Day
12. Christmas Day

Consistent with the General Construction Law and the attendance rules for the classified service, any of the above holidays which fall on a Sunday shall be observed on the following Monday.

(c) The State, at its option, may designate up to two floating holidays in a contract year (April-March) in lieu of two of the holidays set forth in Article 10.1(b), such that employees shall have the opportunity to select, on an individual basis, the dates upon which such floating holidays will be observed by them, consistent with the reasonable operating needs of the State. The State's designation of the holidays to be floated shall be announced in April of the contract year.

Floating holiday leave credits may be used in such units of time as the appointing authority may approve, but the appointing authority shall not require that floating holiday leave credits be used in minimum units greater than one-quarter hour. This provision shall not supercede any local arrangements which provide for liquidation in smaller units of time.

(d) When December 25 and January 1 fall on Sundays and are observed as State holidays on the following Mondays, employees whose work schedule includes December 25 and/or January 1 shall observe the holiday on those dates, or if required to work, may receive additional compensation or compensatory time off in accordance with Section 7.16 of this Agreement. In such event, for those employees, December 26 and January 2 will not be considered holidays.

§10.2 Holiday Accrual

(a) 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 shall be given the opportunity to exhaust such time within one year of its accrual, or prior to separation from service, whichever occurs first.

(b) Nothing in this section shall have the effect of increasing maximum vacation accruals permitted by such rules.

§10.3 Additional Vacation Credit

(a) The State agrees to grant employees having 15 or more years of continuous State service and who are entitled to earn and accumulate vacation credits, additional vacation credit as follows:

Completed Years of Continuous Service	Additional Vacation Credit
15 to 19	1 day
20 to 24	2 days
25 to 29	3 days
30 to 34	4 days
35 or more	5 days

(b) An eligible employee shall receive additional vacation credit on the date on which the employee would normally be credited with additional vacation in accordance with the above schedule and shall thereafter be eligible for additional vacation credit upon the completion of each additional 12 months of continuous State service. Continuous State service for the purposes of this section shall mean uninterrupted State service, in pay status, as an employee. A leave of absence without pay, or a resignation followed by reinstatement or reemployment in State service within one year following such resignation, shall not constitute an interruption of continuous State service for the purposes of this section; provided, however, that leave without pay for more than six months or a period of more than six months between resignation and reinstatement or reappointment, during which the employee is not in State service, shall not be counted in determining eligibility for additional vacation credits under this provision.

(c) Nothing contained herein shall be construed to provide for the granting of additional vacation retroactively for periods of service prior to the effective date of this Agreement.

§10.4 Vacation Use

(a) Vacation credits may be used in such units of time as the appointing authority may approve, but the appointing authority shall not require that vacation credits be used in units greater than one-quarter hour.

(b) An employee's properly submitted written request for use of accrued vacation credits shall be answered in writing within five (5) working days of receipt. If an employee's request is denied, the employee shall receive a written statement of the reasons for such denial within five (5) working days of such denial.

§10.5 Vacation Credit Accumulation

(a) Vacation credits may be accumulated up to 40 days; provided, however, that in the event of death, retirement or separation from service, an employee compensated in cash for the accrued and unused accumulation may only be so compensated for a maximum of 30 days.

(b) An employee's vacation credit accumulation may exceed the maximum, provided however, that the employee's balance of vacation credits may not exceed 40 days on April 1 of any year, except that on April 1, 2012 only, an employee's balance of vacation credits may exceed 40 days but may not exceed 45 days.

§10.6 Sick Leave Accumulation

Employees who are entitled to earn and accumulate sick leave credits may accumulate such credits up to a total of 200 days. Employees shall have the ability to use up to 200 days of such credits for retirement service credit and to pay for health insurance in retirement.

§10.7 Use of Sick Leave

(a) General

Sick leave credits may be used in such units of time as the appointing authority may approve, but the appointing authority shall not require that sick leave credits be used in units greater than one-quarter hour.

(b) Disabled Veterans

Absences resulting from treatment of service-connected disabilities at a facility operated by the Veterans Administration shall represent an appropriate charge to sick leave credits and shall not be subject to review under absenteeism control programs.

§10.8 Use of Sick Leave at Half Pay

(a) An appointing authority shall grant such leave at half pay for personal illness to a permanent employee eligible for such leave and subject to the following conditions:

(1) The employee shall not have less than one cumulative year of State service;

(2) The employee's sick leave, vacation credit, overtime credits, compensatory credits and other accrued credits shall have been exhausted; the employee shall be deemed to have exhausted his/her accrued credits when the sum of the employee's remaining credits, in the aggregate, is less than the number of hours in the employee's normal workday; such credits as are remaining shall be retained by the employee;

(3) The cumulative total of all sick leave at half pay granted to an employee during his/her State service shall not exceed one payroll period for each completed six months of State service;

(4)(a) Sick leave at half pay shall be granted immediately following exhaustion of leave credits except to employees who have been formally disciplined for leave abuse within the preceding year.

(b) Employees who have been formally disciplined for leave abuse within the preceding year shall be granted sick leave at half pay following ten consecutive workdays of absence, unless such waiting period is waived by the appointing authority.

(c) For purposes of this subsection, an employee is deemed to have been formally disciplined for leave abuse if any of the following conditions occurred: a time and attendance notice of discipline was settled within one year preceding the request for sick leave at half-pay, or the employee has been found guilty of the time and attendance charges within one year preceding the request for sick leave at half-pay or the employee did not contest the time and attendance notice of discipline served within one year preceding the request for sick leave at half-pay. It does not include notices of

discipline regarding issues other than time and attendance or those dismissed by an arbitrator or umpire or withdrawn by the appointing authority.

(5) Satisfactory medical documentation shall be furnished and continue to be periodically furnished at the request of the appointing authority; and

(6)(a) Such leave shall not extend a period of appointment or employment beyond such date as it would otherwise have terminated pursuant to law or have expired upon completion of a specified period of service.

(b) Nothing contained herein shall supersede the continuous absence provisions of the Civil Service Law, Rules and Regulations.

§10.9 Use of Personal Leave

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

(b) Personal leave credits may be used in such units of time as the appointing authority may approve, but the appointing authority shall not require that personal leave credits be used in units greater than one-quarter hour.

§10.10 Accounting of Time Accruals

The State shall prepare and distribute to employees forms for maintaining leave records on a self-accounting basis. Each employee shall be advised of the leave accruals to his/her credit on official records at least once each year.

§10.11 Less Than Full-Time Employees

(a) Part-time employees covered by the New York State Attendance Rules who are compensated on an annual salary basis (including those designated as seasonal) and who are employed on a fixed schedule of at least half-time shall be eligible to earn and accumulate vacation and sick leave, and be granted personal leave on a prorated basis based on their payroll percentage. Part-time annual

salaried employees scheduled to work additional hours beyond their payroll percentage shall be eligible to earn and accumulate additional vacation and sick leave and be granted additional personal leave in accordance with the terms of Appendix XIII, Leave Adjustment Program for Part-Time Annual Salaried Employees.

(b) Employees covered by the New York State Attendance Rules who are compensated on a per diem or hourly basis (including those designated as seasonal) and who are employed on a fixed schedule of at least half-time continuously for nine (9) months, without a break in service exceeding one full payroll period, shall be eligible for vacation, sick leave and personal leave benefits on a prorated basis.

(c) Employees compensated on a per diem or hourly basis (including those designated as seasonal), who are employed at least half-time and who are expected by the appointing authority to be so employed continuously for nine months, without a break in service exceeding one full payroll period, shall be eligible to observe holidays and to earn and accumulate vacation and sick leave and be granted personal leave on a prorated basis in the same manner and subject to the same limitation and restrictions as would apply if they were compensated on an annual salary basis.

(d) In the event a holiday falls on a Saturday and another day is not designated to be observed as the holiday, part-time annual salaried, hourly and per diem employees (including those designated as seasonal) eligible to observe holidays pursuant to Section 10.1 who are employed on a fixed schedule of at least half-time, and for whom Saturday is not a regular workday, but who are scheduled to work on the Friday immediately preceding such Saturday holiday, shall be granted holiday leave. The amount of holiday leave granted shall be equivalent to the number of hours the employee is regularly scheduled to work on that preceding Friday but not to exceed one-fifth (1/5) the number of hours in the normal workweek of full-time State employees.

§10.12 Absence-Extraordinary Circumstances

An employee who has reported for duty and, because of extraordinary circumstances beyond his/her control, is directed to leave work, shall not be required to charge such directed absence during

such day against leave credits. Any such release of employees does not create any right to equivalent time off by employees not adversely affected by the extraordinary circumstances.

§10.13 Leave for Bereavement or Family Illness

Employees shall be allowed to charge absences from work in the event of death or illness in the employee's immediate family* against accrued sick leave credits up to a maximum of 15 days in any one calendar year. Requests for leave for bereavement or family illness shall be subject to approval of the appointing authority; such approval shall not be unreasonably withheld.

§10.14 Tardiness-Volunteer Firefighters and Ambulance Squad Members

An appointing authority shall excuse a reasonable amount of tardiness caused by direct emergency duties of duly authorized volunteer ambulance squad members and volunteer fire fighters. In such cases, the appointing authority may require the employees to submit satisfactory evidence that the lateness was due to such emergency duty.

§10.15 Maternity and Child-Rearing Leave

(a) Maternity and child-rearing leave shall be as provided in the Attendance Rules and the guidelines for administration of those rules, dated January 28, 1982, which are contained in Appendix I. However, where the child is required to remain in the hospital following birth, the seven month mandatory childcare leave shall, upon employee request, commence when the child is released from the hospital. If a child is required to be admitted to a hospital for treatment after childcare leave has commenced, upon employee request, childcare leave shall be suspended during a single continuous period of such hospitalization and that period shall not count toward calculation of the seven month period. In such cases, any entitlement to mandatory childcare leave expires one year from the date of birth of the child.

(b) In cases of legal adoption under Article 7 of the Domestic Relations Law, leave for child-rearing purposes shall be granted

*For Attendance Rules definition of "immediate family" see page 152 of Appendix IV of the Agreement.

as provided in the Attendance Rules and the guidelines for administration of those rules, dated March 11, 1982 which are contained in Appendix II of this Agreement. However, if a child is required to be admitted to a hospital for treatment after childcare leave has commenced, upon employee request, childcare leave shall be suspended during a single continuous period of such hospitalization and that period shall not count toward calculation of the seven month period. In such cases, any entitlement to mandatory childcare leave expires one year from the date the childcare leave originally commenced.

(c) In the event that an employee is placed on authorized leave for maternity or child-rearing purposes, the employee's shift shall be held for a maximum of three months. However, such hold shall not apply where the employee's shift no longer exists, or would have otherwise terminated.

§10.16 Doctor's Certificate

(a) The normal procedure for authorizing the use of sick leave credits is for the employee to make the request directly to the immediate supervisor and, if requested, also to submit a doctor's certificate that provides proof of illness and fitness for duty.

(b) A doctor's certificate will not be routinely required for absences of four days or less; provided, however, the appointing authority shall have the right to substantiate an employee's illness in accordance with the provisions of the Attendance Rules. When the appointing authority determines that the employee shall be required to provide medical documentation solely as a result of a review of the employee's attendance record, such requirement shall follow counseling and written notice to the employee. The requirement shall commence subsequent to such notice, shall be of a reasonable duration, and the employee shall be properly notified of the conditions that the requirement imposes.

(c) The State and CSEA recognize that there may be occasions when the employee wishes to keep the requested doctor's certificate confidential. In order to provide for such a situation and maintain strict confidentiality, procedures shall be developed at the labor/management forum that would designate one person in a particular department, agency or facility to receive the medical information and transmit the authorization for use of sick leave credits back to the employee's immediate supervisor.

§10.17 Verification of Physician's Statement

(a) When the State requires that an employee who has been absent due to illness or injury be medically examined by a physician selected by the appointing authority before such employee is allowed to return to work, the appointing authority shall make a reasonable effort to complete a medical examination within 20 working days as hereinafter provided.

(b) If, no more than 10 working days prior to the date specified by his or her own physician as the date upon which he or she may return to work, the employee provides the appointing authority with his or her physician's statement indicating that he or she is able to return to work and specifying the date, the appointing authority shall have a total of 20 working days from the date of such advance notice, which shall include the 10 working days' advance notice and the 10 working days following the specified return-to-work date, to complete a medical examination. For each working day of advance notice from the employee less than 10, the appointing authority shall have an additional working day beyond the return-to-work date to complete a medical examination.

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

(d) If, following his or her examination, the appointing authority's physician does not approve the employee's return to work, the employee shall be placed in the appropriate leave status in accordance with the Attendance Rules. Once a determination has been made that an employee may not return to work, further examinations pursuant to

this Article shall not be required more often than once a month; provided, however, where the appointing authority's physician has specified a date for a further examination or a date when the employee may return to work, the State shall not be required to conduct an examination prior to such date. Where the appointing authority's physician has not set either a date for further examination or a date upon which the employee may return to work, the employee may submit a further statement from his or her physician and the provisions of this Article shall again be applicable. The provisions of this Article shall not be construed to limit or otherwise affect the applicability of Section 73 of the Civil Service Law.

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

§10.18 Hold on Shift, Pass Day and Work Location Assignment

In the event that an employee is authorized to be absent due to an on-the-job injury, or is placed on authorized leave for maternity purposes, or leave for extended illness including sick leave at half pay, the employee's shift, pass day and work location assignment, as applicable, shall be held for three months. However, such hold shall not apply where rebidding occurs while leave is in effect or where the employee's shift, pass day or work location assignment would have otherwise terminated, e.g., change in seasonal shift, facility or building closes, etc.

§10.19 Voluntary Reduction in Work Schedule

There shall be a Voluntary Reduction in Work Schedule program, as described in the Program Guidelines reproduced in Appendix XII. Disputes arising from the denial of VRWS requests shall be reviewed only in accordance with the procedures established in Paragraph 12 of the Guidelines, and not under Article 34. Other disputes arising in connection with this provision shall be subject to review through the procedure established in Article 34, Section 34.1 (b) of this Agreement.

§10.20 Productivity Enhancement Program

There shall be a Productivity Enhancement Program as described in Appendix XI. 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, 2016 unless extended by mutual agreement by the parties.

§10.21 Leave for Licensure/Certification

At the sole discretion of the appointing authority, an employee in a position which requires certification or a professional license (excluding a "Class D" driver's license) as a minimum qualification, may be allowed up to three (3) days leave per contract year, subject to the prior approval of the appointing authority, without charge to leave credits to attend a program or programs which are verified as required for the employee to maintain such license or certification for the employee's position with the State.

Such leave shall not be cumulative and, if not used, will be canceled at the end of each year of the Agreement. Unused leave in this category shall not be liquidated in cash at any time. This provision shall not be subject to the grievance procedure.

ARTICLE 11
Workers' Compensation Benefit

§11.1 (a) Employees necessarily absent from duty because of an occupational injury, disease or condition as defined in the Workers' Compensation Law, shall be eligible for a Workers' Compensation Benefit as modified in this Article. Determinations of the Workers' Compensation Board regarding compensability of claims shall be binding upon the parties.

(b) A workers' compensation injury shall mean any occupational injury, disease or condition found compensable as defined in the Workers' Compensation Law.

§11.2 (a) An employee who suffers a compensable occupational injury shall be placed on leave of absence without pay for all absences necessitated by such injury and shall receive the benefit provided by the Workers' Compensation Law except as modified in this Article.

(b) Eligible employees may be entitled to a supplemental wage

payment not to exceed nine months per injury, in addition to the statutory wage benefit pursuant to the Workers' Compensation Law. Supplemental payments will be paid to employees whose disability is classified by the evaluating physician as "total" or "marked" and where a Workers' Compensation Law wage payment is less than 60 percent of pre-disability wages, so that the total of the statutory payment and the supplemental payment provided by this Article equals 60 percent of their pre-disability gross wages. The pre-disability gross wages are defined as the sum of base annual salary, location pay, geographic differential, shift differential and inconvenience pay, received as of the date of the disability.

(c) An employee necessarily absent for less than a full day in connection with a workers' compensation injury as defined in 11.1(b) due to therapy, a doctor's appointment, or other required continuing treatment, may charge accrued leave for said absences.

(d) The State will make previously authorized payroll deductions for periods the employee is in pay status receiving salary sufficient to permit such deductions. The employee is responsible for making payment for any such deductions during periods of leave without pay, such as those provided in 11.2(a) above.

§11.3 An employee required to serve a waiting period pursuant to the Workers' Compensation Law shall have the option of using accrued leave credits or being placed on leave without pay. Where an employee charged credits and it is subsequently determined that no waiting period is required, the employee shall be entitled to restoration of credits charged proportional to the net monetary award credited to New York State by the Workers' Compensation Board.

§11.4 When vacation credits are restored pursuant to this Article and such restoration causes the total vacation credits to exceed 40 days, a period of one year from the date of the return of the credits or the date of return to work, whichever is later, is allowed to reduce the total accumulation to 40 days.

§11.5 (a) An employee receiving Workers' Compensation payments for a period of disability found compensable by the Workers' Compensation Board shall be treated as though on the payroll for the length of the disability not to exceed twelve (12) months per injury for the sole purposes of accruing seniority, continuous service,

health insurance and Employee Benefit Fund contributions normally made by the State, accrual of vacation and sick leave, and personal leave. Additionally, such employee shall be treated as though on payroll for the period of disability not to exceed twelve (12) months per injury for the purposes of retirement credit and contributions normally made by the State and/or the employee.

(b) Additionally, an employee receiving Workers' Compensation payments for a period of disability found compensable by the Workers' Compensation Board, which is caused by an assault, shall be treated as though on the payroll for the length of the disability not to exceed twenty-four (24) months per injury for the sole purpose of health insurance and Employee Benefit Fund contributions normally made by the State.

§11.6 (a) Where an employee's Workers' Compensation claim is controverted by the State Insurance Fund upon the grounds that the disability did not arise out of or in the course of employment, the employee may utilize leave credits (including sick leave at half pay) pending a determination by the Workers' Compensation Board.

(b) If the employee's controverted or contested claim is decided in the employee's favor, any leave credits charged (and sick leave at half pay eligibility) shall be restored proportional to the net monetary award credited to New York State by the Workers' Compensation Board.

(c) If the employee was in leave without pay status pending determination of a controverted or contested claim, and the claim is decided in the employee's favor, the employee shall receive the benefits in Paragraph 11.5

(d) Where a claim for Workers' Compensation is controverted or contested by the State Insurance Fund, the parties will abide by the determination of the Workers' Compensation Board.

§11.7(a) If the date of the disabling incident is prior to April 1, 1986, the benefits available shall be as provided in the 1982-85 State/CSEA Agreement.

(b) If the date of the disabling incident is on or after April 1, 1986, and prior to July 1, 1992, the benefits available shall be as provided in the 1988-91 State/CSEA Agreement.

(c) If the date of the disabling incident is on or after July 1, 1992, and prior to July 1, 2004, the benefits available shall be as provided in the 1999-2003 State/CSEA Agreement.

(d) If the date of the disabling incident is on or after July 1, 2004, and prior to July 1, 2008, the benefits available shall be as provided in the 2003-2007 State/CSEA Agreement.

(e) If the disabling incident is on or after July 1, 2008, the benefits available shall be as provided herein.

§11.8 Mandatory Alternate Duty

(a) The parties agree to develop, as soon as possible, a mandatory alternate duty policy for employees who request or are directed to return to work after suffering an occupational injury or disease. The Mandatory Alternate Duty Policy will allow management to recall an employee to duty and will allow an eligible employee to request to return to duty subject to the eligibility criteria in the policy. The basic tenets of the Mandatory Alternate Duty Policy shall include, but not be limited to, the following:

(1) An employee's level of disability must be classified as 50 percent or less disabled by the State Insurance Fund.

(2) Mandatory alternate duty assignments shall be based upon medical documentation satisfactory to management. Such satisfactory documentation must include a prognosis of a return to the full duties of the injured worker's original job within 60 calendar days from the date upon which the alternate duty assignment begins. Time limits, consistent with or similar to those contained in Article 10.17 of the Administrative Services Unit Agreement or as developed jointly by the parties, will be utilized for those situations when the State requires that an employee be medically examined. Medical documentation shall not be reviewable under Article 34 of the Agreement.

(3) Management shall have the authority to make mandatory alternate duty assignments to tasks that can be performed by the employee not necessarily within their original job duties, title series, work schedule, work location or workweek.

(4) Mandatory alternate duty assignments shall be for a period up to 60 calendar days per injury. Such assignment may be extended at management's discretion not to exceed the term of the disability.

(5) When an employee's mandatory alternate duty assignment expires or is terminated, such employee shall either be returned to full duty status or returned to being covered by the provisions of the Workers' Compensation statute.

(6) If the above conditions are met and if management is not able to provide the eligible employee with such alternate duty assignment, that employee's compensation shall be adjusted to equal the employee's "100 percent disabled" statutory benefit for the period the employee qualified for an alternate duty assignment based on medical documentation, described in 11.8(a)(2) above, for up to 60 calendar days.

§11.9 (a) The State and CSEA shall establish a committee whose purpose shall include, but not be limited to, reviewing and making recommendations on the following: (1) the administration of the Workers' Compensation statutory benefit, including resulting savings and costs associated with it; (2) the administration of the Mandatory Alternate Duty Program; (3) the accident and injury data focusing on incidence of injuries or accidents in order to develop prevention strategies and means to reduce and/or eliminate the risk of on-the-job injury; (4) the exploration and development of a program that provides that Preferred Provider Organizations treat workers' compensation disabilities; and (5) the exploration and development of a program that allows the use of leave accruals.

(b) The committee shall, at a minimum, meet the first Wednesday in June and December. At the June meetings, the costs and savings mentioned above will be reported.

ARTICLE 12
Leave-Probationary Employees

§12.1 Competitive

A permanent employee holding a position in the competitive or non-competitive class who accepts an appointment to a State position from an open competitive eligible list shall be granted a leave of absence from his/her former position for the period of his/her actual probation.

§12.2 Non-Competitive

A permanent employee holding a position in the competitive or

non-competitive class who accepts an appointment to a State position in the non-competitive class shall be granted a leave of absence from his/her former position for a period not to exceed fifty-two (52) weeks or the period of actual probation, whichever is less. Both positions, the one to which the appointment is being made and the one from which the leave is granted, must be under the jurisdiction of the same appointing authority.

ARTICLE 13
Payroll

§13.1 Computation on 10-day Basis

Employees' salary payments will continue to be calculated on an appropriate 10 working day basis.

§13.2 Delivery and Dating of Checks

(a) Paychecks issued to employees paid from the "institutional payroll" will be dated and, absent unavoidable circumstances, delivered no later than the Thursday following the end of the payroll period.

(b) Paychecks issued to employees paid from the "administrative payroll" will be dated and, absent unavoidable circumstances, delivered no later than the Wednesday of the end of the payroll period.

§13.3 Payment of Overtime

Payment of overtime compensation shall be made by the close of the second bi-weekly payroll period following the period during which the overtime was earned.

§13.4 Less than full-time employees, who work additional hours beyond their regular schedule in a pay period, shall be paid for those additional hours worked by the close of the second bi-weekly pay period following the period during which the additional hours were worked.

§13.5 Deductions for Employee Credit Unions

(a) The State will continue to deduct from the salary of an employee an amount authorized in writing by such employee, with the minimum and maximum amounts to be specified by the Comptroller, for payments to bona fide credit unions for appropriate purposes and to transmit the sums so deducted to such credit unions. Any such written authorization may be withdrawn by such employee at

any time upon filing of written notices of such withdrawal with the Comptroller. Such deductions shall be in accordance with reasonable rules and regulations of the Comptroller not inconsistent with the law as may be necessary for the exercise of the Comptroller's authority under this section.

(b) Such rules and regulations may include requirements insuring that computations and other appropriate clerical work shall be performed by the credit union, limiting the frequency of changes in the amount of payroll deductions, indemnifying the State and establishing minimum membership standards so that payroll deductions are practicable and feasible.

§13.6 The State will continue to provide the salary and deduction information on payroll statements to employees paid through the machine payroll procedure as is provided at the time of the execution of this Agreement.

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 2011-2016 Agreement: $10,714,000 in 2011-2012, $10,714,000 in 2012-2013, $10,714,000 in 2013-2014, $10,928,280 in 2014-2015, and $11,146,846 in 2015-2016, 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.

§14.3 Unit Specific Training

(a) A portion of the amounts identified in §14.2(a) above shall be available to support quality of work life, educational, developmental and training programs for employees in the ASU unit.

(b) Recommendations of specific programs to be funded shall be made by a Unit Specific CSEA/State Advisory Committee.

§14.4 Joint CSEA/State Committee

(a) A joint CSEA/State Committee shall be established to coordinate quality of work life, training and development programs funded through Article 14 of this Agreement. Committee responsibilities shall include coordinating Article 14 programming to improve geographic and occupational accessibility, publicity, evaluation and encouraging the use of non-State resources to meeting program needs.

(b) The Committee shall consist of an equal number of designees from the Governor's Office of Employee Relations and the Civil Service Employees Association, Inc., respectively.

(c) Actions of the Committee cannot supersede any other provisions of Article 14, or of any other Article of this Agreement, or any Memorandum of Understanding or agreement that further delineate the terms of any Article of this Agreement.

§14.5 State Facilities

Where such practice will not interfere with the proper administration of State business, the State agrees to offer training programs for employees at its facilities, including the facilities of SUNY, and to establish shared time arrangements in order to permit the fullest utilization of such opportunities.

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

(a) There shall be a Statewide Safety and Health Committee consisting of six (6) representatives selected by CSEA and six (6) representatives selected by the State. The Chairperson of the Committee will alternate between CSEA and New York State representatives each six (6) months.

(b) The Committee Chairperson or Co-Chairpersons will submit progress reports to the President of CSEA and the Director of GOER every six (6) months.

(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. 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.

(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 2011-2016 Agreement: $637,000 in 2011-2012, $637,000 in 2012-2013, $637,000 in 2013-2014, $649,740 in 2014-2015 and $662,735 in 2015-2016, to support Committee initiatives which shall include but not be limited to:

(1) 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;

(2) 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;

(3) 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;

(4) 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.

(5) 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;

(6) 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.

§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.

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;

(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;

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

(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.

§15.4 Safety and Health Grievance Procedure

(a) Grievances alleging violation of this Article or identifying any safety violation shall not be arbitrable; rather, they shall be processed pursuant to Article 34.1(b).

(b)(1) Should a grievance involving an alleged violation of this Article or any other safety violation be processed to Step 3 of the aforementioned procedure, it shall be referred to the CSEA Director of Occupational Safety and Health and the appropriate Governor's Office of Employee Relations designee for thorough review and evaluation. If the grievance is not resolved, a decision shall be rendered by the Governor's Office of Employee Relations pursuant to the provisions of Article 34.1(b).

(2) Should CSEA allege that a question of fact exists subsequent to the issuance of a Step 3 decision, within 30 calendar days of the date of the decision CSEA may file a request for a review of the Step 3 decision to the Governor's Office of Employee Relations. Such request shall include documentation to support factual allegations. The Governor's Office of Employee Relations shall consider the matter and shall forward a final decision based on an assessment of new facts within 30 calendar days. In instances where complete assessment of facts may warrant, by mutual agreement, a work site visit will be conducted by appropriate representatives of CSEA and the State.

(c) Alleged violations which would be reviewable through other procedures provided by law, rule or regulation shall not be processed through this procedure.

(d) Individuals designated to investigate grievances arising under this Article shall be listed by CSEA as grievance representatives pursuant to the provisions of Article 4.9 and those representatives shall be subject to the provisions of that Article.

§15.5 Safety Coalition

In recognition that safety is a workplace issue which transcends negotiating units, the parties agree to foster a safety coalition involving all employee groups in the State to address common safety concerns.

§15.6 Toxic Substance Exposure

Employees who are directly exposed to toxic substances as a result of an accident, an incident or a discovery previously undetected by the State or the employees, will have the opportunity to be medically screened, as appropriate, at State expense. Such medical screening will be offered provided commonly accepted scientific evidence exists to indicate that the amount of exposure presents a clear and present danger to the health of the affected employee.

§15.7 Substance Identification

It is incumbent on the State to identify substances used by employees or to which they are exposed within the workplace. Where a substance is identified as being toxic, prior to any clean up or removal of the substance, the State will determine the nature of the substance, the toxic properties of the substance, and the safe and recommended method of working with the substance including the appropriate personal protective equipment necessary when working with the identified substance.

§15.8 Personal Protective Equipment

Personal protective equipment designed to protect the employee from potential hazard or injury to the head, eye and face, ear, respiratory system, torso, arm, hand and/or finger, or foot, toe and/or leg, which is officially required by a department or agency, for use by employees shall be supplied by the State.

Where such equipment is required and issued, employees are required to use the equipment. Appropriate supervisory attention to required replacement shall be prompt.

§15.9 Smoking in the Workplace

With regard to the issue of smoking in the workplace, the State and CSEA reaffirm commitment to working toward a smoke free environment by continuing to address the issue through discussion that will ensure work location input.

§15.10 HBV Testing

The State will offer HBV antibody testing prior to administering the HBV vaccination series to experienced health care workers. Employees who are found to have adequate levels of HBV antibodies will be counseled that HBV vaccination is not necessary.

ARTICLE 16
Credit Union Space

The State agrees to grant to credit unions of State employees occupying space in office buildings of the State on April 1, 1973, the use of their existing space without rental or other charge during the continuance of their services as such credit union and during the State's occupancy of the building, subject to their compliance with all appropriate rules and requirements of the building operation and maintenance. In consideration of said continuance of existing occupancy by credit unions, CSEA expressly agrees that no claim by any credit union or other organization of State employees for any additional space under the jurisdiction or control of the State, except relocations of such credit unions to equivalent space in other State-owned buildings, shall hereafter constitute a term or condition of employment under any agreement between the CSEA and the State pursuant to Article 14 of the Civil Service Law.

ARTICLE 17
Parking

§17.1 The State and CSEA shall, upon the request of either party, meet and confer concerning the (1) adequacy, including specifically the adequacy of accessible parking for employees with disabilities, or (2) continuation of parking facilities provided by the State, and (3) the need for additional facilities, for employees in the ASU, ISU and OSU negotiating units. Such meetings shall be held at the appropriate level as determined by the parties.

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

(a) A Parking Committee shall be established to meet and confer on allocation of employee parking spaces made available within parking facilities as managed by the Bureau of Parking Services. The Committee shall assess present allocation, develop a method for allocation of existing spaces which will include consideration of employee negotiating unit designation and proportionate space allotment, needs of the handicapped, parking area utilization, car pooling and other factors which will contribute to the development of a rational, workable plan for such allocation. Such plan shall be developed and implemented during the term of this Agreement.

Additionally, the Committee shall continue to make recommendations to the State on the adequacy and utilization of employee parking and suggest alternatives to meet identified needs.

Recognizing that the downtown Albany parking issue is a workplace issue, the Committee shall include representatives of all employee groups affected.

CSEA may designate up to three representatives to serve on the Committee.

(b) The Memorandum of Understanding dated March 23, 1988, concerning the parking fee structure in and around Albany by the Office of General Services, Bureau of Parking Services, shall remain in full force and effect according to its provisions.

§17.3 No charge shall be imposed for parking facilities presently provided without charge and no existing charge for parking facilities shall be increased or decreased without negotiations pursuant to this Article. The State and CSEA, upon the demand by either party, shall reopen negotiations concerning parking fees for employees in the ASU, ISU and OSU negotiating units, in any parking facility not covered by the aforementioned Memorandum of Understanding. Such negotiations shall be held at the appropriate level. The President of CSEA, Inc., and the Director of the Governor's Office of Employee Relations, shall be notified prior to commencement of negotiations and either party shall have the option of participating in the negotiations. Disputes arising from such negotiations shall be

submitted to Last Offer Binding Arbitration through procedures that have been agreed to by the State and CSEA.

ARTICLE 18
Review of Personal History Folder

§18.1 There shall be only one official personal history folder maintained for an employee which shall contain copies of personnel transactions, official correspondence with the employee, and written performance ratings or appraisals concerning the employee prepared in accordance with the Performance Rating Rules. Except for routine personnel transactions and letters of recommendation obtained in connection with the employee's initial employment by the State, a copy of any document placed in an employee's personal history folder shall be sent to the employee at the time of such placement.

§18.2 An employee shall have the opportunity to review his/her personal history folder in the presence of an appropriate official of the department or agency and his/her union representative within three working days' notice; provided, however, where the employee's personal history folder is kept at a location other than the employee's place of work, five working days' notice shall be required. With the employee's written permission, his/her union representative may conduct such review without the employee's presence.

§18.3 During any review of his/her personal history folder, an employee may examine the entire content of such folder; provided, however, he/she may not review letters of recommendation obtained in connection with his/her initial employment by the State. An employee shall have the opportunity to place in his/her personal history folder a written response of reasonable length to anything contained therein which is available for his/her review under the terms of this Article and which he/she deems to be adverse. Such written response shall be attached to the document to which it pertains.

§18.4 Derogatory materials determined to be unsubstantiated or not factual by civil court action, grievance procedure determination at the level responsible for the maintenance of the personal history folder, or other formal hearing procedure, shall be removed from the personal history folder at such time as the employer is formally notified of such determination by the affected employee.

§18.5 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. Any material may be removed from the employee's personal history folder upon mutual agreement of the employee and the official designated by the agency.

ARTICLE 19
Layoff Units

A CSEA-State Layoff Units Committee shall be established to meet and discuss areas of concern regarding layoff units.

The 1972 "Layoff Unit Agreement" between the State and CSEA shall be extended for the term of the Agreement and may be modified as agreed to by the Committee.

Disputes concerning the application, interpretation or implementation of the 1972 "Layoff Unit Agreement" shall be resolved under Article 34, Grievance and Arbitration.

ARTICLE 20
Layoffs in Non-Competitive and Labor Classes

§20.1 Permanent non-competitive and labor class employees in this negotiating unit if laid off will be laid off within title on the basis of seniority; provided, however, that such employees shall not gain greater rights than they would have if they were covered by the provisions of Sections 80 and 81 of the Civil Service Law, and provided, further, however, that this provision does not extend to these employees coverage under Civil Service Law, Section 75 or Article 33 of the Agreements with CSEA.

§20.2 Where under current layoff law and procedures permanent employees are to be laid off within a given layoff unit and there are provisional or temporary employees in the same title in another layoff unit not projected for layoff, such provisional or temporary employees will be displaced in order to provide continued employment for those affected permanent employees. The State will manage centrally the placement of the affected permanent employees.

§20.3 Permanent non-competitive class employees with one year of continuous non-competitive service immediately prior to layoff shall be accorded the same rights at layoff as well as placement roster, preferred list and reemployment roster rights, 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 21
Deficit Reduction Leave/Workforce Reduction Limitation

§21.1 Deficit Reduction Leave

(a) Fiscal Year 2011-2012

(1) As soon as practicable after ratification of the agreement, employees will have their total compensation, less overtime earnings, reduced by the value of five days' pay. This reduction shall occur over the remainder of the fiscal year so that at the end of the fiscal year each employee has had their total compensation, less overtime earnings, reduced by the value of five days' pay.

(2) Once the reduction begins, upon the request of the employee and subject to supervisory approval, appointing authorities shall allow each employee to take five days off without charge to existing accruals before the end of the fiscal year. To the extent that multiple conflicting requests to use Deficit Reduction Leave are made, time off shall be granted in order of seniority. Subject to supervisory approval, there shall be no restriction on using Deficit Reduction Leave consecutively and/or in conjunction with annual leave, sick leave or other personal leave.

(b) Fiscal Year 2012-2013

(1) Employees will have their total compensation, less overtime earnings, reduced by the value of four days' pay. This reduction shall occur over the entire fiscal year so that at the end of the fiscal year each employee has had their total compensation, less overtime earnings, reduced by the value of four days' pay.

(2) Upon the request of the employee and subject to supervisory approval, appointing authorities shall allow each employee to take four days off without charge to existing accruals during the fiscal year. To the extent that multiple conflicting requests to use Deficit

Reduction Leave are made, time off shall be granted in order of seniority. Subject to supervisory approval, there shall be no restriction on using Deficit Reduction Leave consecutively and/or in conjunction with annual leave, sick leave or other personal leave.

(3) Beginning on March 24, 2016 for employees on the administrative payroll and March 17, 2016 for employees on the institutional payroll, employees whose total compensation, less overtime earnings, was reduced pursuant to 21.1(b)(1) shall begin to be repaid for the reduction taken pursuant to 21.1(b)(1). Commencing with this payroll period, employees shall receive payment in equal amounts over 39 payroll periods until the reduction has been repaid. Employees who separate from service prior to the full repayment for the reduction taken pursuant to 21.1(b)(1) shall be paid the balance of money owed at the time of their separation.

§21.2 Workforce Reduction Limitation

(a) For fiscal years 2011-2012 and 2012-2013, employees shall be protected from layoffs resulting from the facts and circumstances that gave rise to the present need for $450 million in workforce savings.

(b) For the term of the agreement, only material or unanticipated changes in the State's fiscal circumstances, financial plan or revenue will result in potential layoffs.

(c) Workforce reductions due to the closure or restructuring of facilities, as authorized by legislation or Spending and Government Efficiency Commission determinations are excluded from these limitations.

ARTICLE 22
Employment Security

§22.1 (a) There shall be no loss of present employment by permanent employees as a result of the State's exercise of its right to contract out for goods and services.

(b) Notwithstanding the provision of Article 22.1(a), permanent employees affected by the State's exercise of its right to contract out for goods and services will receive 60 days written notice of intended separation and will be offered a redeployment option as provided for in Appendix VII(a), but where such redeployment option is not able to be offered and where no displacement rights as provided for

in Civil Service Law Sections 80 and 80-a are available, the affected permanent employee shall be offered the opportunity to elect one of the following transition benefits:

(i) a financial stipend for an identified retraining or educational opportunity as provided for in Appendix VII(B); or

(ii) severance pay as provided for in Appendix VII(C); or

(iii) the employee opts for and obtains preferential employment with the contractor at the contractor's terms and conditions, if available.

(c)(1) The transition benefits set forth above shall not apply to an affected permanent employee, and the State's obligation under this Article to said employee shall cease, if an affected permanent employee declines a primary redeployment opportunity as provided for in Appendix VII(a), or if the affected permanent employee declines a displacement opportunity pursuant to his/her displacement rights as provided for in Civil Service Law Sections 80 and 80-a, in his or her county of residence or county of current work location.

(c)(2) An affected permanent employee who elects a transition benefit as provided for in Section 22.1(b) above shall be eligible for placement on preferred lists and reemployment rosters as provided for in Civil Service Law Sections 81 and 81-a and other applicable Civil Service Laws, Rules and Regulations.

§22.2 No permanent employee will suffer reduction in existing salary as a result of reclassification or reallocation of the position the employee holds by permanent appointment.

§22.3 A State/CSEA Employment Security Committee shall jointly study and attempt to resolve matters of mutual concern regarding work force planning, which may include the joint recommendation of demonstration projects to address identified issues, and to review matters relative to redeployment of employees affected by the State's exercise of its right to contract out. The Committee is not intended to be policy-making or regulatory in nature; rather, it is intended to be advisory on matters of work force planning. Matters of mutual concern include, but are not limited to:

(1) identification, research, development and implementation of work force planning strategies;

(2) fostering effective work force stabilization by utilization of attrition and the establishment of long and short-term human resource goals;

(3) the concept of exploring alternative State employment for employees who become permanently disabled from the performance of their duties;

(4) establishment of a skills inventory system that can expand placement alternatives for new or existing job opportunities;

(5) study and develop procedures and programs to facilitate training and retraining alternatives aimed at responding to changes and work force requirements, new technology and promoting work force stabilization;

(6) examination of employment security models in the public sector in relation to their potential application to New York State.

The parties recognize that work force planning is a workplace issue. As such, a cooperative working relationship will be encouraged between all State employee negotiating units and the State.

§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 2011-2016 Agreement: $525,000 in 2011-2012, $525,000 in 2012-2013, $525,000 in 2013-2014, $535,500 in 2014-2015, and $546,210 in 2015-2016.

ARTICLE 23
Overtime Meal Allowance

§23.1 Overtime meal allowances shall be paid, subject to rules and regulations of the Comptroller, to employees when it is necessary and in the best interest of the State for such employees to work at least three hours overtime on a regular working day or at least six hours overtime on other than a regular working day. Employees working at least six hours overtime on a regular working day or at least nine hours overtime on other than a regular working day shall receive two overtime meal allowances.

§23.2 The overtime meal allowance for employees in this unit shall be $6.00.

§23.3 Less than full-time employees shall be eligible for payment of an overtime meal allowance when they meet all other eligibility criteria for such payment and on either a regularly scheduled workday or a day other than a regularly scheduled workday, work the same number of hours as a full-time employee would be required to work on such day to be eligible for payment of an overtime meal allowance.

§23.4 When the employer provides a meal for an employee working in an overtime capacity described above, such meal shall be in lieu of an overtime meal allowance.

§23.5 The State shall process overtime meal allowances for payment at the same time as the overtime work payment is processed.

§23.6 An overtime meal allowance shall also be paid, subject to rules and regulations of the Comptroller, to employees ineligible to receive overtime compensation when it is necessary and in the best interest of the State for such employees to work at least three hours overtime on a regular working day or at least six hours overtime on other than a regular working day.

ARTICLE 24
Out-of-Title Work

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

§24.2(a) A grievance alleging violations of this Article shall be filed directly with the agency head or designee by the employee or CSEA in writing on forms provided by the State with a copy of that grievance being simultaneously filed with the facility or institution head or designee. An opinion shall be issued by the agency as soon as possible, but no later than 20 calendar days following receipt of the grievance. The distribution of that opinion shall include the grievant, the CSEA field representative and the CSEA Local.

(b)(1) If not satisfactorily resolved at the agency level, an appeal may be filed by CSEA with the Director of the Governor's Office of Employee Relations within ten calendar days of receipt of the agency opinion. Such appeal shall include a copy of the original grievance and the agency opinion. After receipt of such appeal, the Director of the Governor's Office of Employee Relations shall seek an opinion from the Director of Classification and Compensation. Such appeal shall be processed in accordance with the provisions of Article 24.2(c), (d) and (e).

(2) If the grievance is sustained by the agency and a monetary award is recommended, a request for affirmation of the agency decision shall be filed by the agency with the Director of Classification and Compensation within fifteen calendar days of issuance of the agency opinion. Copies of the request for affirmation shall be sent to the Director of the Governor's Office of Employee Relations, the CSEA labor relations specialist and the CSEA local. Such requests shall be processed in the manner of an appeal in accordance with the provisions of Article 24.2(c), (d) and (e). The request for affirmation shall include a copy of the original grievance and agency opinion. No monetary award may be granted without an affirmative recommendation by the Director of the Governor's Office of Employee Relations.

(c) After receipt of an appeal, the Director of Classification and Compensation shall review and formulate an opinion concerning whether or not the assigned duties are substantially different from those appropriate to the title to which the employee is certified. The Director of Classification and Compensation shall within sixty (60) calendar days of receipt of the appeal, forward his or her opinion to the Director of the Governor's Office of Employee Relations for implementation.

(d) If it is the opinion of the Civil Service Department's Director of Classification and Compensation that the assigned duties are substantially different from those appropriate to the title to which the employee is certified, the Director of the Governor's Office of Employee Relations or the Director's designee shall direct the appointing authority forthwith to discontinue such assigned duties.

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

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

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

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

§24.3 Where CSEA alleges that there exists a dispute of fact, CSEA may, within thirty (30) calendar days of the date of the decision, file an appeal with the Director of the Governor's Office of Employee Relations. Such appeal shall include documentation to support the factual allegations. The appeal shall then be forwarded by the Director of the Governor's Office of Employee Relations to the Civil Service Department's Director of Classification and Compensation for reconsideration. The Director of Classification and Compensation shall reconsider the matter and shall within thirty (30) calendar days, forward an opinion to the Director of the Governor's Office of Employee Relations. The latter shall act upon such opinion in accordance with the provisions of Article 24.2(d) and (e) above.

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

ARTICLE 25
No Discrimination

§25.1 CSEA agrees to continue to admit all employees to membership and to represent all employees without regard to race, creed, color, national origin, age, sex, disability, marital status, political affiliation or sexual orientation.

§25.2 The State agrees to continue its established policy against all forms of illegal discrimination with regard to race, creed, color, national origin, sex, age, disability, marital status, political affiliation, the proper exercise by an employee of the rights guaranteed by the Public Employees Fair Employment Act, or discrimination based on sexual orientation.

§25.3 Claims of discrimination shall not be subject to review under the provisions of Article 34 of this Agreement.

§25.4 The State and CSEA shall continue the Joint Affirmative Action Advisory Committee which is a subcommittee of the Statewide Labor/Management Committee. This Committee shall develop appropriate recommendations in the areas of equal employment and affirmative action concerning minorities, women, persons with disabilities and Vietnam era veterans.

ARTICLE 26
Job Classifications

The State, through the Office of the Director of Classification and Compensation, will provide to CSEA copies of any new or revised tentative classification specifications and standards for titles in the Administrative, Operational and Institutional Services Units for review and comment. CSEA will provide its comments, if any, to the Director of Classification and Compensation within 45 calendar days after its receipt of such material. The specifications and standards will not be issued in final form during the 45 calendar days in order to permit consideration of any comments submitted by CSEA.

ARTICLE 27
Distribution of Overtime, Standby, On-Call Rosters

§27.1 Available overtime shall first be offered on a rotating basis to qualified employees who normally do such work under the supervisor responsible for assigning the overtime involved in order of seniority. If no employee elects to accept the overtime assignment, it shall be assigned on a mandatory basis to employees in reverse order of seniority. Procedures for the establishment, publication, maintenance and operation of overtime rosters shall be developed at local labor-management meetings.

§27.2 For the purpose of earning and payment of overtime compensation, an absence charged to sick leave accruals during a workweek shall be treated as follows:

(a) when mandatory overtime is worked, a scheduled absence charged to sick leave accruals is time worked;

(b) when mandatory overtime is worked, an unscheduled absence charged to sick leave accruals is time worked;

(c) when voluntary overtime is worked, a scheduled absence charged to sick leave accruals is time worked;

(d) when voluntary overtime is worked, an unscheduled absence charged to sick leave accruals is not time worked with respect to all hours of voluntary overtime worked up to the amount of absence charged to sick leave accruals in that workweek.

§27.3 Standby On-Call Rosters

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

(b) An employee who is eligible to earn overtime shall not be required to remain available for recall unless the employee's name appears on an approved recall roster. An employee shall be paid an amount equal to 25 percent of the employee's daily rate of compensation for each eight hours or part thereof the employee is

actually scheduled to remain and remains available for recall pursuant to such roster. An employee who is actually recalled to work will receive appropriate overtime or recall compensation as provided by law. Administration of such payments shall be in accordance with rates established by the Director of the Budget. The daily rate of compensation shall be at the rate of one-tenth of the bi-weekly rate of compensation and will include geographic, locational, inconvenience and shift pay as may be appropriate to the place or hours normally worked. Only employees eligible for on-call premium pay will be required to be on call.

ARTICLE 28
Civil Service Examinations

§28.1 Alternate Examination Dates

In the event an employee in this unit is unable to participate in an examination because of the death, within seven days immediately preceding the scheduled date of an examination, of any relative or relative-in-law, or any person with whom the employee has been making his or her home, such employee shall be given an opportunity to take such examination at a later date, but in no event shall such examination be rescheduled sooner than seven days following the date of death. The Department of Civil Service shall prescribe appropriate procedures for reporting the death and applying for the examination. Appropriate arrangements shall be made in circumstances where there is a protracted period between the death and the burial.

§28.2 Time Off Before Civil Service Written Tests

The State shall make reasonable effort to ensure that an employee who must take a Civil Service written test is not required to work during the eight hour period immediately prior to the time at which the employee is scheduled to report for such test.

ARTICLE 29
Family Benefits Program/Work-Life Services

§29.1 In 2009 the State shall provide a contribution per DCAA account enrollee as follows:

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

In subsequent years, the employer contribution may be increased or reduced so as to fully expend available funds for this purpose, while maintaining salary sensitive differentials. In the event available funds are not fully expended for this purpose, the residual funds shall be made available to benefit CSEA members as mutually determined by the Director of GOER and the President of CSEA or their designees. In no event shall the aggregate employer contribution exceed the amounts provided for this purpose.

§29.2 In the interest of providing greater availability of dependent care and other services to CSEA represented employees and maximizing resources available, the Family Benefits Program may support additional initiatives as recommended by the Advisory Board.

§29.3 The State and CSEA remain committed to ensuring that all network childcare available to State employees is provided in safe, high quality centers. Therefore, the State and CSEA agree to:

(a) Continue financial support for health and safety grants for childcare network centers;

(b) Provide technical support and training for child and elder care initiatives; and

(c) Encourage the continuation of existing host agency support for childcare centers.

§29.4 A joint labor/management advisory body, which recognizes the need for combined representation of all employee negotiating

units and the State, will monitor and evaluate the Family Benefits Program and other work-life services.

§29.5 Employees choosing not to use the Flexible Benefit Spending Program who use work site childcare centers designated by the Governor's Office of Employee Relations may elect to pay their childcare fees to the childcare centers through a payroll deduction program pursuant to law.

§29.6 The State shall prepare, secure introduction and recommend passage of legislation for appropriations in the amount indicated in each year of the 2011-2016 Agreement: $2,582,000 in 2011-2012, $2,582,000 in 2012-2013, $2,582,000 in 2013-2014, $2,633,640 in 2014-2015, and $2,686,313 in 2015-2016 to fund the activities of the Family Benefits Committee Program.

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 $250.00 per employee for each quarter of the year beginning April 1, 2011 and ending March 31, 2014; $262.50 per employee for each quarter of the year beginning April 1, 2014 and ending March 31, 2015; $275 per employee for each quarter of the year beginning April 1, 2015 and thereafter. Such amounts shall be deposited as soon as practicable after the first day of each quarter.

§30.3 For the purpose of determining the amount to be deposited in accordance with Section 30.2 above, the number of employees shall be determined to be the number of employees on the payroll on the payroll date closest to 21 days before the first day of the quarter for which the deposit is to be made.

§30.4 For purposes of this Article, the term "employee" shall mean any person holding a position in this negotiating unit who is eligible for enrollment in the State Health Insurance Plan in accordance with

the provisions contained in part 73 of the Rules and Regulations of the Department of Civil Service (4NYCRR Part 73), except that it shall not mean seasonal employees whose employment is expected to last less than six (6) months, employees in temporary positions of less than six months duration, or employees holding appointments otherwise expected to last less than six (6) months.

§30.5 There is a recognized need for the CSEA Employee Benefit Fund to be provided, on a current basis, with data to determine when a new employee is to be covered, recognize an employee's change in payroll agency, recognize a change in employee status which may change type of coverage, and determine when an employee is no longer entitled to coverage. Accordingly, the joint State-CSEA working group shall continue to develop and monitor new inter-system approaches to producing needed data. The group shall be comprised of representatives of the Governor's Office of Employee Relations, CSEA, Inc., Department of Civil Service, CSEA Employee Benefit Fund and its data processing firm, and the State Comptroller.

ARTICLE 31
Labor/Management Meetings

§31.1 The purpose of this Article shall be to provide a forum to discuss and attempt to resolve matters of mutual concern, including such matters as rest areas. By mutual agreement, matters resolved pursuant to the Article may be placed in writing in the form of memoranda or correspondence between the parties.

§31.2 Representatives of the Governor's Office of Employee Relations shall meet with CSEA representatives at a mutually agreed upon time to discuss matters of mutual concern. If desired by the other party, the party requesting the meeting shall submit a written agenda in advance of the meeting.

§31.3 A department or agency head, or his/her designee, shall meet with CSEA representatives quarterly for the purpose of discussing and attempting to resolve matters of mutual concern, including matters concerning implementation and administration of this Agreement which are department- or agency-wide in nature. Written agenda shall be exchanged by the parties no less than five days before the scheduled date of the meeting. At the time of the meeting

additional matters for discussion may be placed on the agenda by mutual agreement. Nothing contained herein shall prevent a department or agency head, or his/her designee, and CSEA representatives from meeting more frequently or less frequently than provided herein upon mutual agreement. The composition of a facility or institution (e.g., college, hospital, district office) for purposes of this Article shall be determined by mutual agreement of the State and CSEA through discussions at the department or agency level.

§31.4 A facility or institution head, or his/her designee, shall meet with local CSEA representatives quarterly for the purpose of discussing and attempting to resolve matters of mutual concern, including matters concerning implementation and administration of this Agreement which are local in nature. Written agenda shall be exchanged by the parties no less than five days before the scheduled date of a meeting. At the time of the meeting, additional matters for discussion may be placed upon the agenda by mutual agreement. Nothing contained herein shall prevent a facility or institution head, or his/her designee, and CSEA representatives from meeting more frequently or less frequently than provided herein upon mutual agreement.

§31.5 The results of a labor/management meeting held pursuant to this Article shall not contravene any term or provision of this Agreement or exceed the authority of the management at the level at which the meeting occurs. It is recommended that understandings that result in a local agreement should include a date by which the local agreement is to sunset. Such results shall not be subject to the provisions of Article 34, Grievance and Arbitration.

§31.6 Representatives of the Governor's Office of Employee Relations and CSEA shall provide assistance to facilitate resolution of matters which are the subject of discussion in labor/management meetings held under this Article and which remain unresolved.

ARTICLE 32
Workday/Workweek

§32.1(a) The normal workweek of full-time employees, except in the case of shift operations, and other than those employed on a seasonal or field basis, shall consist of five consecutive working days,

Monday through Friday, with two consecutive days off. The normal workday shall commence between 6:00 a.m. and 10:00 a.m.

(b) In the case of shift operations, the normal workday, wherever practicable and consistent with program needs, shall commence as follows: day shift - 6:00 a.m. to 8:00 a.m.; evening shift - 2:00 p.m. to 4:00 p.m.; night shift - 10:00 p.m. to 12:00 midnight. Wherever practicable and consistent with program needs, the normal workweek of full-time employees assigned to shifts shall consist of five consecutive working days followed by two consecutive days off.

(c) There shall be a continuation of the 37 1/2 or 40-hour workweek, as the case may be, as currently in effect for employees subject to paragraphs (a) and (b), except as may be hereinafter agreed to by the parties.

§32.2(a) Within 90 days of the execution of this Agreement, State departments and agencies shall prepare and furnish to the Governor's Office of Employee Relations, to be forwarded to the CSEA Director of Contract Administration, a written statement of workdays or workweek in such departments which on the date of this Agreement differ from the normal workday or workweek provided in Section 32.1. Within 90 days thereafter, CSEA, Inc. shall identify to the Director of the Governor's Office of Employee Relations, for transmission to the appropriate department or agency, specific schedules to which there is objection, the specific reasons for the objection, and suggested alternative schedules. The subject of such deviations from the normal workday or workweek to which there is objection shall be suitable for discussion at the appropriate level labor/management meeting.

(b) With written notice to CSEA at the appropriate level, the State shall be able to change the workday, workweek and shifts, established pursuant to Section 32.1 of this Article, with the consent of the employees affected, or in an emergency. Such changes and/or the establishment of new shifts may also be made with advance written notice and consultation with CSEA. This consultation shall occur at the appropriate level and shall include the local CSEA president and/or the recognized CSEA designee for the department or agency involved. Employees affected by the change, except in emergencies, shall be provided with a minimum of 30 days' written notice prior to the effective date of the change.

(c) In the event that the State provides notice of a change to the normal workday or workweek of non-shift employees, individual employees shall have the opportunity to express claim of hardship in writing to the appropriate agency official. Such claim of hardship will be considered by the agency official and shall be responded to in writing with a copy to CSEA prior to the date of the planned change. An employee may be exempted from the shift change at the discretion of the appropriate agency official. However, such exemptions shall not violate the seniority rights provided to another employee by any terms of this Agreement. The decision of the appropriate agency official shall not be grievable.

§32.3 There shall be no rescheduling of days off or tours of duty to avoid the payment of overtime compensation except in a specific case, upon one week's notice, and when necessary to provide for the continuation of State services.

§32.4 The lunch period of State employees shall not be extended for the purpose of increasing the working time of such employees.

§32.5 Breaks in work hours of more than one hour shall not be scheduled in the basic workday of any employee whose position is allocated to SG-22 or below without the consent of the employee affected.

§32.6 A shift employee who is granted leave for jury duty shall have his/her shift changed, to the extent practicable, to the normal day shift for the duration of jury duty. Such shift change shall not occur more frequently than once every two years.

ARTICLE 33
Discipline

§33.1 Eligibility

The following disciplinary procedure for incompetency or misconduct shall apply to all employees as provided herein in lieu of the procedure specified in the Civil Service Law Sections 75 and 76. This entire disciplinary procedure shall apply to all persons currently subject to Sections 75 and 76 of the Civil Service Law and, in addition, shall apply to any permanent non-competitive class employees described in Section 75(1)(c) and to permanent labor class employees who, since last entry into State service, have completed

at least one year continuous service in the State classified service, except that approved leaves of absence or reinstatement within one year of resignation shall not constitute an interruption of such service. The disciplinary procedure provided herein is not applicable to review the removal of an employee from a probationary appointment.

§33.2 Employee Rights

(a) Representation

(1) An employee shall be entitled to representation by CSEA or by private counsel selected at his or her own expense at each step of the disciplinary procedure.

(2) CSEA representation may include both a grievance representative and the CSEA Local President or, where the Local President is absent from work, his or her designee, and a CSEA staff representative; however, the absence of the two additional representatives shall not unreasonably delay an interrogation and/or the request to sign a statement made pursuant to this section.

(b) Interrogation

(1) The term "interrogation" shall be defined to mean the questioning of an employee who, at the time of such questioning appears to be a likely or potential target or subject for disciplinary action.

(2) If an employee is improperly subjected to an interrogation in violation of the provisions of this subdivision, an arbitrator appointed pursuant to this Article shall have the authority to exclude information obtained thereby or other evidence derived solely through such interrogation. The State shall have the burden of proof to show that, upon the preponderance of the evidence, such evidence sought to be introduced was not derived solely by reason of such interrogation and was obtained independently from the statements or evidence so provided by the employee.

(3) No employee shall be required to submit to an interrogation by a department or agency (a) if the information sought is for use against such employee in a disciplinary proceeding pursuant to this Article, or (b) after a notice of discipline has been served on such employee, or (c) after the employee's resignation has been requested pursuant to Article 35, unless such employee is notified in advance of the interrogation that he or she has the right to have CSEA representation, as defined in Section 33.2(a)(2) - **Representation** - or private counsel provided at his or her own expense present or to decline such representation and that, if such representation is requested, a reasonable period of time will be afforded for that purpose. If the employee requests representation and the CSEA or employee fails to provide such representation within a reasonable time, the interrogation may proceed. An arbitrator under this Article shall have the power to find that a delay in providing such representation may have been unreasonable.

(c) Recording Devices/Transcripts

No recording devices or stenographic or other record shall be used during an interrogation unless the employee (1) is advised in advance that a transcript is being made, and (2) is offered the right to have CSEA representation, as defined in Section 33.2(a)(2) - **Representation** - or private counsel provided at his or her own expense present. Unless the employee declines such representation, he or she will be given a reasonable period of time to obtain representation. If the employee requests representation and the CSEA or employee fails to provide such representation within a reasonable time, the interrogation and taking of a record thereof may proceed. An arbitrator under this Article shall have the power to find that a delay in providing such representation may have been unreasonable. A copy of any stenographic record (verbatim transcript) and/or tape recording made pursuant to this provision shall be supplied to the employee.

(d) Signed Statement

(1) No employee shall be requested to sign any statement regarding his or her incompetency or misconduct unless the employee is offered the right to have CSEA representation, as defined in Section 33.2(a)(2) - **Representation** - or private counsel provided at his or her own expense present.

(2) Unless the employee declines such representation he or she will be given a reasonable period of time to obtain such representation. If the employee requests representation and CSEA or the employee fails to provide such representation within a reasonable time, the employee may be requested to sign such a statement. An arbitrator under this Article shall have the power to find that a delay

in providing such representation may have been unreasonable. The statement shall be submitted to the employee within a reasonable time after the interrogation. A copy of the statement shall be supplied to the employee at the time the employee is requested to sign the statement. Prior to signing the statement, the employee may make such modifications or deletions in such statement that the employee deems necessary. Any statements or admissions signed by him or her without having been so supplied to him or her may not subsequently be used in any disciplinary proceeding.

(e) Burden of Proof

In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest upon the employer. Such burden of proof, even in serious matters which might constitute a crime, shall be preponderance of the evidence on the record and shall in no case be proof beyond a reasonable doubt.

(f) Coercion/Intimidation

An employee shall not be coerced, intimidated or caused to suffer any reprisals, either directly or indirectly, that may adversely affect his or her hours, wages or working conditions as the result of the exercise of his or her rights under this Article.

§33.3 Disciplinary Procedure

(a) Notice of Discipline

(1) Where the appointing authority or the appointing authority's designee seeks the imposition of a written reprimand, suspension without pay, a fine not to exceed two weeks' pay, loss of accrued leave credits, reduction in grade, or dismissal from service, notice of such discipline shall be made in writing and served upon the employee. Discipline shall be imposed only for incompetency or misconduct. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice of discipline shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places.

(2) An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one (1) year prior to the notice of discipline.

(3) In those cases where such acts are alleged to constitute a crime, a notice of discipline must be served no later than the period set forth for the commencement of a criminal proceeding against a public employee in the Criminal Procedure Law of the State of New York.

(4) If the arbitrator appointed pursuant to this Article finds, upon motion before the commencement of the arbitration, that the notice does not sufficiently apprise the employee of the acts or conduct for which discipline is being imposed, he or she may require that, where the employer has either refused to provide such specificity where the information sought was available or the charges are so vague and indefinite that the employee cannot reasonably respond, the State provide more specificity within thirty (30) days of the ruling. The arbitrator shall proceed immediately with the arbitration hearing on those charges in the notice of discipline where no specificity is required. If the State does not provide such specificity as required by the arbitrator within thirty (30) days, the arbitrator shall dismiss those non-specific charges only, with prejudice, and resolve the remaining charges, if any, contained in the notice. In order for such a motion to be made at the hearing, the employee or his or her representative must have made a request of the employer before the hearing to provide such specificity of the notice and the employer must have failed to do so.

(5) Two copies of the notice shall be served on the employee. Service of the notice of discipline shall be made by personal service, if possible. If service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested.

(6) The Arbitration Administrator of CSEA and the CSEA Local President shall be advised by registered or certified mail, return receipt requested, of the name and work site of an employee against whom a notice of discipline has been served.

(7) The notice of discipline served on the employee shall be accompanied by a written statement that:

• the employee has a right to object by filing a grievance within fourteen (14) days;

• the grievance procedure provides for a hearing by an independent arbitrator as its final step;

• he or she is entitled to representation by CSEA or by private counsel selected at his or her own expense at every step of the proceeding;

• if a grievance is filed, no penalty can be implemented until the matter is settled or the arbitrator renders a determination;

• a copy of this Article shall be supplied.

In the case of an employee who speaks only Spanish, this written statement shall also be given in a Spanish translation.

(8) A notice of discipline shall be served in accordance with this section no later than seven (7) calendar days following any suspension without pay or temporary reassignment.

(9) If an employee is not able to personally sign and file a disciplinary grievance, CSEA may, at the employee's request, submit such grievance on the employee's behalf. Provided, however, that within seven (7) days of submission, the employee in question must appear to sign the grievance form or CSEA must produce documentation supporting any reason as to why the employee could not appear. Should neither of these actions occur, the grievance shall be deemed void after seven (7) days.

(b) Penalty

(1) The penalty proposed by the appointing authority or the appointing authority's designee may not be implemented until (a) the employee fails to file a grievance within fourteen (14) calendar days of the service of the notice of discipline, or (b) having filed a grievance, the employee elects not to pursue it, or (c) the penalty is upheld by the disciplinary arbitrator or a different penalty is determined by the arbitrator to be appropriate, or (d) the matter is settled.

(2) At any time during the disciplinary procedure after a timely grievance has been filed, the employee may elect in writing to the appointing authority or his or her designee, the agency or department head or his or her designee, or the Panel Administrator that he or she elects not to pursue the grievance. In such event, the proposed penalty may be implemented.

(c) Grievance

(1) If not settled or otherwise resolved, the notice of discipline may be the subject of a grievance before the department or agency head and shall be filed either in person or by certified or registered

mail, return receipt requested, by the employee within fourteen (14) calendar days of service of the notice of discipline.

(2) The timely filing of such a grievance shall constitute a demand for arbitration unless the grievance is settled or the employee elects not to pursue it.

(3) The filing of such a grievance shall be complete on (a) the date on which it is filed or, (b) the date of mailing by certified or registered mail, return receipt requested. The date of mailing shall be that date stamped on the official postal receipt provided by the U.S. Post Office for registered or certified mail and not any date stamped on the return receipt. Only if the official receipt for registered or certified mail is produced undated by the U.S. Post Office will the date of postmark on the envelope which contained the grievance be acceptable. No other documentation or evidence of the date of such mailing will be acceptable.

(d) Agency Level Meeting

(1) The employee shall be entitled to a meeting at the department or agency level to present his or her position to the department or agency head or his or her designee within fourteen (14) calendar days of the filing of the grievance.

(2) The meeting shall include an informal presentation by the department or agency head or his or her designee and by the employee or his or her representative of relevant information concerning the acts or conduct specified in the notice of discipline, a general review of the evidence and defenses that will be presented if the matter proceeds to arbitration and a discussion of the appropriateness of the proposed penalty. The meeting need not involve the identification or presentation of prospective witnesses, the identification or specific description of documents or other formal disclosure of evidence by either party. The employee shall have the right to remain silent at such meeting, except that CSEA or the employee's private counsel provided at his or her own expense shall present a summary of his or her answer to the allegations contained in the notice of discipline.

(3) The meeting provided for herein may be waived, in writing, on the grievance form, only in accordance with Section 33.3(g)(2) - **Suspension Without Pay**.

(4) The employee has a right to have a CSEA representative or private counsel provided at his or her own expense present or to decline such representation. If such representation is requested by the employee, he or she will be given a reasonable period of time to obtain a representative. If the employee requests representation and the CSEA or employee fails to provide a representative within a reasonable time, the meeting may proceed. The disciplinary arbitrator appointed pursuant to this Article shall have the power to find that a delay in providing a representative may have been unreasonable.

(e) Agency Response

(1) A response shall be rendered in writing, if possible, in person, or by certified or registered mail, return receipt requested, no later than four (4) calendar days after such meeting. If possible, the department or agency head should render the written response at the close of such meeting. Such response may include a reduction in the proposed penalty.

(2) If the department or agency fails to respond within four (4) calendar days, the grievant has the right to notify the Panel Administrator that the grievance is unresolved and request that an arbitrator be appointed and a hearing scheduled.

(3) Unless the grievance is settled or the employee elects not to pursue it, the agency or department representative shall notify the Panel Administrator that the grievance is not resolved and request that an arbitrator be appointed and a hearing scheduled.

(f) Withdrawal/Amendment

The agency or department head or his or her designee has full authority, at any time before or after the notice of discipline is served by an appointing authority or his or her designee, to review such notice and the proposed penalty and to take such action as he or she deems appropriate under the circumstances in accordance with this Article including, but not limited to, determining whether a notice should be issued, amendment of the notice no later than the issuance of the agency response, withdrawal of the notice or a reduction in the proposed penalty. Amendment of the notice after the issuance of the agency response, or amendment of the notice where the agency or department level meeting has been waived pursuant to Section

33.3 (g)(2) - **Suspension Without Pay** - or withdrawal of the notice, are subject to the following:

• the withdrawal or amendment must occur no later than fifteen (15) days prior to the disciplinary arbitration hearing provided for in Section 33.4 - **Disciplinary Arbitration** - of this Article;

• where amended, the employee is entitled to an adjournment where requested by the employee, or his or her representative;

• in the instance where an employee is suspended without pay or temporarily reassigned pursuant to Section 33.3(g)(1) - **Suspension Without Pay** - the withdrawal of a notice of discipline shall cause the employee to be retroactively reinstated with back pay, if suspended, or returned to his or her original assignment, if temporarily reassigned, upon such withdrawal. The amendment of the notice of discipline in such instances shall end such suspension or temporary reassignment as of the date of such amendment. However, the disciplinary arbitrator shall determine whether there was a probable cause for suspension in accordance with Section 33.3(g)(1) - **Suspension Without Pay** - and, where in issue whether the amendment is, in fact, a withdrawal of the initial notice of discipline and entitled to be treated as such pursuant to this section;

• in all instances where an employee is suspended without pay or temporarily reassigned pursuant to Sections 33.3(g) - **Suspension Without Pay** - and (h) - **Temporary Reassignment** - and the notice of discipline is amended or withdrawn pursuant to this section, such an employee may not be again suspended or temporarily reassigned solely upon those same facts alleged to constitute incompetency or misconduct in the notice of discipline which has been withdrawn or amended;

• where a notice of discipline is withdrawn pursuant to this section, said notice must be reinstituted pursuant to Section 33.3(a) - **Notice of Discipline** - no later than thirty (30) days from the time of the withdrawal of the notice of discipline or such withdrawal will be with prejudice to the reinstitution of the notice of discipline;

• in those instances where there is an amendment of the notice of discipline after the issuance of the agency response or a withdrawal of the notice of discipline and an arbitrator has been appointed pursuant to Section 33.4(a)(1) - **Disciplinary Arbitrators** - any hearing

on the amended or reinstituted charges shall be held before the arbitrator initially appointed unless that arbitrator is not available within a reasonable time and the parties jointly agree to the selection of a new arbitrator pursuant to Section 33.4(a)(1) - **Disciplinary Arbitrators**.

(g) Suspension Without Pay

(1) Prior to exhaustion or institution by an employee of the grievance procedure applicable to discipline, an employee may be suspended without pay or temporarily reassigned only if the appointing authority determines that there is probable cause to believe that the employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with operations. Such determination shall be reviewable by the arbitrator in accordance with this section to determine whether the appointing authority had probable cause.

(2) Where the employee has been suspended without pay or temporarily reassigned, he or she may, in writing, waive the agency or department level meeting at the time of filing the grievance on the grievance form. In the event of such waiver, the employee shall file the grievance form within the prescribed time limits for filing a department or agency level grievance directly with the Panel Administrator. The Panel Administrator shall give the case priority in assignment and shall forthwith set the matter down for hearing to be held within thirty (30) days of the filing of the demand for arbitration. The time limits may not be extended. The Arbitration Administrator of CSEA and the CSEA Local President shall be notified in writing by registered or certified mail, return receipt requested, within four (4) calendar days of any such suspension.

(3) In the event of a failure to serve a notice of discipline within the time established in Section 33.3(a)(7) - **Notice of Discipline** - the employee shall be deemed to have been suspended without pay as of the date of service of the notice of discipline or, in the event of a temporary reassignment, may return to his or her actual assignment until such notice is served. In the event of failure to notify the Arbitration Administrator of CSEA of the suspension within four (4) calendar days, the employee shall be deemed to have been suspended without pay as of the date the notice is sent to the Arbitration Administrator of CSEA.

(4) In the case of any suspension without pay, the employee may be allowed to draw from accrued annual or personal leave credits, holiday leave or compensatory leave which shall be reinstated in the event that, in accordance with this Article, the suspension is deemed improper or the employee is found innocent of all allegations contained in the notice of discipline. The use of such credits shall be at the option of the employee. Such use of leave credits during suspension will not be available if the employee is offered a reassignment and declines.

(5) When an employee is suspended without pay or temporarily reassigned pursuant to Sections 33.3(g) - **Suspension Without Pay** - and (h) - **Temporary Reassignment** - the disciplinary arbitrator shall, upon the request of the employee at the close of the State's case, issue an interim decision and award with respect to the issue of whether there was probable cause for the suspension without pay or the temporary reassignment. Should the arbitrator find in the interim decision that probable cause did exist, the arbitrator is not precluded from reconsidering the issue of probable cause after the hearing is closed.

(6) In those cases which involve a suspension without pay pursuant to this section, when the disciplinary arbitrator finds the employee innocent of all allegations contained in the notice of discipline and also finds probable cause for such suspension, he or she shall reinstate the employee with back pay for all of the period of the suspension without pay.

(7) In the event an employee is found innocent of all allegations contained in the notice of discipline as a result of a disciplinary proceeding, he or she must be reinstated to the exact shift, work location and pass days that the employee possessed prior to the institution of the disciplinary charges against said employee and prior to any temporary reassignment imposed pursuant to this Article. In all instances where a disciplinary arbitrator reinstates an employee who is found innocent of all allegations contained in the notice of discipline, and the appointing authority later seeks to change the shift, work location or pass days of said employee, the appointing authority must notify the employee in writing of the reason therefore without prejudice. Such action by the appointing authority shall be

grievable under the Article 34 contract grievance procedure, and all such grievances shall be commenced at Step 3 of said contractual grievance procedure.

(8) The appointing authority or his or her designee, at his or her discretion, may suspend without pay or temporarily reassign an employee charged with the commission of a crime. Within thirty (30) calendar days following a suspension under this paragraph, a notice of discipline shall be served on such employee or such employee shall be reinstated with back pay. Where the employee, who is charged with the commission of a crime is temporarily reassigned, the notice of discipline shall be served on such employee within seven (7) days after the disposition of the criminal charges as provided in the Criminal Procedure Law of the State of New York or the employee shall be returned to his or her regular assignment. Nothing in this paragraph shall limit the right of the appointing authority or his or her designee from taking disciplinary action while criminal proceedings are pending. Nothing in this paragraph shall preclude the application of the provisions in Article 33.3(h).

(9) During a period of suspension without pay pursuant to the provisions of Article 33.3(g)(1) or 33.3(g)(8), the State shall continue to pay its share of the cost of the employee's health coverage under Article 9 which was in effect on the day prior to the suspension provided that the suspended employee pays his or her share. Also, any employee suspended pursuant to the provisions of Article 33.3(g)(1) or 33.3(g)(8) shall be counted for the purpose of calculating the amount of any periodic deposit to the Employee Benefit Fund.

(h) Temporary Reassignment

(1) Where the appointing authority informs an employee that he or she is being temporarily reassigned pursuant to this Article, and prior to exhaustion or institution of the disciplinary grievance procedure, the employee shall be notified in writing of the location of such temporary reassignment and that the employee may elect in writing to refuse such temporary reassignment and be suspended without pay. Such election must be made in writing before the commencement of the temporary reassignment. An election by the employee to be placed on a suspension without pay is final and may

not thereafter be withdrawn. Once the employee commences the temporary reassignment, no election is permitted.

(2) Temporary reassignments under this section shall not involve a change in the employee's rate of pay. The provisions of Article 24, **Out-of-Title Work**, shall not apply to temporary reassignments under this section.

(3) The fact that the State has temporarily reassigned an employee rather than suspending him or her without pay or the election by an employee to be suspended without pay rather than be temporarily reassigned shall not be considered by the disciplinary arbitrator for any purpose.

§33.4 Disciplinary Arbitration

(a) Disciplinary Arbitrators

(1) The State and CSEA jointly agree to the creation of a permanent panel of arbitrators to serve during the term of this Agreement and to be jointly selected and administered by the State of New York and CSEA by an agreed Panel Administrator. The composition of the panel of arbitrators may be changed by mutual agreement of the State and CSEA. In those cases involving an allegation of patient, client, resident or similar abuse, the Panel Administrator of the panel of disciplinary arbitrators must appoint the disciplinary arbitrator from a select panel of arbitrators jointly agreed to by the State and CSEA. Disciplinary arbitrators on the select panel shall receive special training regarding patient abuse and the disciplinary process. The special training shall be jointly sponsored by the State and CSEA.

(2) All fees and expenses of the arbitrator, if any, shall be divided equally between the appointing authority and CSEA or the employee if not represented by CSEA. Each party shall bear the cost of preparing and presenting its own case. The estimated arbitrator's fees and estimated expenses may be collected in advance of the hearing. Where the arbitrator requires that his or her estimated fees and expenses be collected in advance of the hearing from an employee who elects not to be represented by CSEA, and the employee fails to tender such advance as required, the grievance shall be deemed withdrawn.

(b) Hearing

(1) The disciplinary arbitrator shall hold a hearing within twenty-one (21) calendar days after selection. A decision shall be rendered within seven (7) calendar days of the close of the hearing or within seven (7) calendar days after receipt of the transcript, if either party elects a transcript as provided in this Article, or within such other period of time as may have been mutually agreed to by the department or agency and the grievant or his or her representative.

(2) Arbitrations, pursuant to this Article, shall be held at an appropriate location at the employee's facility.

(3) Protection of Patient or Client Witnesses

(i) A patient or client witness will be protected, when giving testimony in a disciplinary arbitration hearing, by shielding the employee from view, in one of the following ways:

• use of a portable screen or partition consisting of one-way glass; or

• use of a closed circuit television in a live transmission with the employee in a separate room and the arbitrator, the representatives and the witness(es) in another room; or

• use of a one-way mirrored room with the employee in a separate room with the ability to view and hear the proceedings.

A patient or client witness will be shielded in one of the described ways when a certified or licensed professional determines that there is a need for such protection for the patient or client witness. A determination that there is a need for such protection is not subject to review.

(ii) Additionally, where the employee is in a separate room during the arbitration hearing, a method of communication will be provided for the employee to communicate with his or her representative.

(c) Recording/Transcript

(1) Unless both parties agree, the proceedings in disciplinary arbitrations should not be tape recorded. The use of transcripts is to be discouraged and the fact that a transcript is made should not extend the date the hearing is closed. The party ordering the transcript shall obtain and pay for an expedited or rush transcript.

(2) Either party wishing a transcript at a disciplinary arbitration hearing may provide for one at its own expense and shall provide a copy to the arbitrator and the other party.

(d) Ex Parte Hearing

The arbitrator may hold ex parte hearings in cases where an employee fails to attend the hearing after being served with a notice of discipline pursuant to this Article, and has not notified the arbitrator in advance or produced a satisfactory reason for his or her failure to appear.

(e) Settlement

(1) A disciplinary matter may be settled at any time following service of the notice of discipline. The terms of the settlement shall be agreed to in writing. An employee before executing such a settlement shall be notified of his or her right to have a CSEA representative or private counsel provided at his or her own expense present or to decline such representation and, if such representation is requested, to have a reasonable period of time for that purpose. If the employee requests representation and the CSEA or employee fails to provide a representative within a reasonable time, the settlement may be executed. An arbitrator pursuant to Article 34 shall have the power to find that a delay in providing a representative may have been unreasonable. A settlement entered into by the employee, his or her private counsel or CSEA shall be final and binding on all parties. The Arbitration Administrator of CSEA and the CSEA Local President shall be advised of the settlement in writing by registered or certified mail.

(2) Offers of compromise or settlement or discussions related thereto, at the agency level settlement conference, or in any attempt at settlement prior to the arbitration, shall not be introduced at the arbitration hearing or accepted as evidence by the arbitrator.

(f) Arbitrator's Authority

(1) Disciplinary arbitrators shall render determinations of guilt or innocence and the appropriateness of proposed penalties and shall have the authority to resolve a claimed failure to follow the procedural provisions of this Article including, but not limited to, the timeliness of the filing of the disciplinary grievance, and whether the notice of discipline was properly served in accordance with this Article.

(2) Disciplinary arbitrators shall neither add to, subtract from or modify the provisions of this Agreement.

(3) The disciplinary arbitrator's decision with respect to guilt or innocence, penalty, probable cause for suspension or temporary reassignment, if any, and a claimed failure to follow the procedural provisions of this Article shall be final and binding upon the parties.

(4) The disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of any period of suspension without pay. If the arbitrator upon review finds probable cause for suspension without pay, he or she may consider such suspension in determining the penalty to be imposed.

(5) The disciplinary arbitrator is not restricted by the contractual limits on penalties which may be proposed by the State. He or she has full authority, if the remedy proposed by the State is found to be inappropriate, to devise an appropriate remedy, but shall not increase the penalty sought by the State except that the arbitrator may direct referral to a rehabilitative program in addition to the penalty.

(6) The employee's entire record of employment may be considered with respect to the appropriateness of the penalty to be imposed, if any.

(7) This disciplinary procedure is not the proper forum for the review of counseling memoranda or unsatisfactory performance evaluations.

(g) Back Pay Award

Where an employee is awarded back pay, the amount to be reimbursed shall not be offset by any wages earned by the employee during the period of his or her suspension. Where an employee is awarded back pay, said award shall be deemed to include retroactive reimbursement of all other benefits, including the accrual of leave credits and holiday leave.

§33.5 Time and Attendance Disciplinary Grievances

(a) All notices of discipline based solely on time and attendance, including tardiness, which have not been settled or otherwise resolved, shall be reviewed by a permanent umpire in accordance with the attached schedule except as otherwise provided in paragraph (g) below.

(b) The determinations of the permanent umpire shall be confined to the guilt or innocence of the grievant and the appropriateness of the proposed penalty. The employee's entire record of employment may be considered by the permanent umpire with respect to the appropriateness of the penalty to be imposed. The permanent umpire shall have the authority to resolve a claimed failure to follow the procedural provisions of this Article.

(c) The decision and award of the permanent umpire, with respect to guilt or innocence and penalty, if any, shall be final and binding on the parties and not subject to appeal to any other forum except that, in the case of a decision and award of the permanent umpire which results in a penalty of dismissal from service, the decision and award may be reviewed in accordance with Article 75 of the CPLR. The permanent umpire shall, upon a finding of guilt, have full authority to uphold the penalty proposed in the notice of discipline or to impose a lesser penalty within the minimum and maximum penalties as contained in the attached schedule and appropriate to that notice of discipline. In appropriate cases and in addition to the penalty imposed, the permanent umpire may direct the grievant to attend counseling sessions or other appropriate programs jointly agreed upon by the State and CSEA.

(d) Within one (1) month of the execution of this Agreement, the State and CSEA shall mutually select a panel of two or more permanent umpires who shall serve for the term of this Agreement, and shall be jointly administered by the State and CSEA. All fees and expenses of the permanent umpires shall be divided equally between the State and CSEA.

(e) Unless the State and CSEA mutually agree otherwise, the permanent umpires shall be available to hold reviews at least once each month on a regularly scheduled basis. At such times, the permanent umpires shall review and finally determine all time and attendance disciplinary grievances which have been pending no less than ten (10) days prior to the permanent umpire's scheduled appearance, and are unresolved in accordance with paragraph (a) above.

(f) An employee is entitled to appear at the review before a permanent umpire and is entitled to have a CSEA representative or an attorney provided at his or her own expense present. Matters sched-

uled to be heard by the permanent umpire may not be adjourned except at the discretion of the permanent umpire for good cause shown. Any matters which are adjourned shall be rescheduled for the next regularly scheduled appearance of the permanent umpire.

(g) Where an employee is to be served a notice of discipline related solely to time and attendance and, within three years of such notice, has been found guilty of or settled (or a combination of both) two prior notices of discipline not solely related to time and attendance, the appointing authority may elect either to pursue such time and attendance notice before the permanent umpire in accordance with the attached Schedule or to service a notice of discipline and proceed before a disciplinary arbitrator. This paragraph shall not apply to notices of discipline based solely on tardiness.

For the purposes of the Time and Attendance Schedule only, "prior record" shall mean any notice of discipline based solely on time and attendance where either guilt was found or a settlement occurred or a combination of both occurred. However, for all notices of discipline based solely upon time and attendance issued on or after July 1, 1992, the "prior record" shall not include any notices of discipline based solely upon time and attendance that are three or more years old if the employee has not been served a notice of discipline based solely upon time and attendance within the three years from the date of the resolution of the last notice of discipline based solely upon time and attendance.

Notices of discipline based solely on tardiness shall proceed on the tardiness schedule only and shall not be considered as a prior record for any other offense.

The penalty level for notices of discipline which contain charges of both tardiness and unauthorized absence shall be the appropriate level within the type of unauthorized absence charge.

(h) As used in this Article, "time and attendance disciplinary grievances" shall mean those disciplinary grievances based upon notices of discipline which specify tardiness, or unauthorized absence, including improper use of sick leave, and do not contain any other allegations of misconduct or incompetence.

§33.6 Definitions

(a) As used in this Article, "days" shall mean calendar days.

(b) "Service" shall be complete upon personal delivery or, if it is made by registered or certified mail, return receipt requested, it shall be complete the date the employee or any other person accepting delivery has signed the return receipt or when the letter is returned to the appointing authority undelivered. In addition, in all instances other than personal service, service shall include a concurrent first class mailing.

§33.7 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 2011-2016 Agreement: $381,000 in 2011-2012, $381,000 in 2012-2013, $381,000 in 2013-2014, $388,620 in 2014-2015, and $396,392 in 2015-2016 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.

§33.8 Application

Changes in shift, pass day, job assignment, transfer or reassignment to another institution, station or work location shall not be made for the purpose of imposing discipline.

See Time and Attendance Schedule on the following page.

TIME AND ATTENDANCE SCHEDULE

Type of Offense	Prior Record	Minimum Penalty	Maximum Penalty
Tardiness	1st, 2nd, or 3rd Notice of Discipline	Written reprimand	$300 fine
	4th or more Notices of Discipline	Penalties contained in Article 33.3(a)(1)	
Unauthorized absence including improper use of sick leave of 3 consecutive workdays or less	1st & 2nd Notice of Discipline	Written Reprimand	$150 fine
	3rd Notice of Discipline	$150 Fine	Suspension without pay of 4 weeks or equivalent
	4th Notice of Discipline or More	$250 Fine	Dismissal
Unauthorized absence including improper use of sick leave of more than 3 but less than 8 consecutive workdays	1st Notice of Discipline	$200 Fine	Suspension without pay of 3 weeks or equivalent
	2nd Notice of Discipline	$250 Fine	Suspension without pay of 8 weeks or equivalent
	3rd or more Notice of Discipline	$300 Fine	Dismissal
Unauthorized absence including improper use of sick leave of 8 consecutive workdays or more	1st Notice of of Discipline	$300 Fine	Dismissal
	2nd Notice of Discipline or more	Suspension without pay of 8 weeks or equivalent	Dismissal

ARTICLE 34
Grievance and Arbitration Procedure

§34.1 Definition of Grievance

(a) A contract grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. Other disputes which do not involve the interpretation, application, or claimed violation of a specific term or provision of this Agreement including matters as to which other means of resolution are provided or foreclosed by this Agreement, or by statute or administrative procedures applicable to the State, shall not be considered contract grievances. A contract grievance does not include matters involving the interpretation, application or claimed violation of an agreement reached pursuant to any previously authorized departmental negotiations.

(b) Any other dispute or grievance concerning a term or condition of employment which may arise between the parties or which may arise out of an action within the scope of authority of a department or agency head and which is not covered by this Agreement shall be processed up to and including Step 3 of the grievance procedure, except those issues for which there is a review procedure established by law or pursuant to rules or regulations filed with the Secretary of State.

§34.2 Requirements for Filing Contract Grievances

(a) A contract grievance shall be submitted, in writing, on forms to be provided by the State.

(b) Each contract grievance shall identify the specific provision of the Agreement alleged to have been violated and shall contain a short, plain statement of the grievance, the facts surrounding it, and the remedy sought.

(c) CSEA shall have the right to initiate a grievance at Step 1 which involves more than one employee at that facility or institution. Such grievance shall contain a general description of the employees involved including, if possible, the name of such employees, title and work location.

(d) Upon agreement of the State and CSEA, CSEA shall have the right to initiate at Step 2 a grievance involving employees at more than one facility of a department or agency. CSEA shall also have

the right, upon agreement with the State, to initiate at Step 3 a grievance involving employees at more than one department or agency.

(e) The State shall initiate contract grievances against CSEA at Step 4.

§34.3 Representation

CSEA shall have the exclusive right to represent any employee, upon the employee's request, at any step of the grievance procedure; provided, however, an individual employee may represent himself or herself in processing his or her grievance at Steps 1 and 2.

§34.4 Grievance Steps

Prior to initiating a formal written grievance pursuant to this Article, an employee or CSEA is encouraged to resolve disputes subject to this Article informally with the appropriate immediate supervisor.

(a) Step One. The employee or CSEA shall present the grievance to the facility or institution head or his or her designated representative not later than thirty (30) calendar days after the date on which the act or omission giving rise to the grievance occurred. The facility or institution head or designated representative shall meet with the employee or CSEA and shall issue a short, plain written statement of reasons for its decision to the employee or CSEA not later than twenty (20) working days following the receipt of the grievance.

(b) Step Two. An appeal from an unsatisfactory decision at Step 1 shall be filed by the employee or CSEA, on forms to be provided by the State, with the agency or department head or designated representative within ten (10) working days of the receipt of the Step 1 decision. Such appeal shall be in writing and shall include a copy of the grievance filed at Step 1, a copy of the Step 1 decision and a short, plain written statement of the reasons for disagreement with the Step 1 decision. The agency or department head or designated representative shall meet with the employee or CSEA for a review of the grievance and shall issue a short, plain written statement of reasons for its decision to the employee or CSEA, as appropriate, no later than twenty (20) working days following receipt of the Step 1 appeal.

Step Three*. An appeal from an unsatisfactory decision at Step 2 shall be filed by CSEA through its Director of Contract Administration or his or her designee, on forms to be provided by the State with the Director of the Governor's Office of Employee Relations, or designated representative, within fifteen (15) working days of the receipt of the Step 2 decision.

Such appeal shall be in writing, and shall include a copy of the grievance filed at Step 1, and a copy of all prior decisions and appeals, and a short, plain written statement of the reasons for disagreement with the Step 2 decision. The Director of the Governor's Office of Employee Relations, or the Director's designee, shall issue a short, plain written statement of reasons for his or her decision within fifteen (15) working days after receipt of the appeal. A copy of said written decision shall be forwarded to the Director of Contract Administration of CSEA, or his or her designee.

(d) Step Four. Arbitration

(1) Contract grievances which are appealable to arbitration pursuant to the terms of this Article may be appealed to arbitration by CSEA by the Director of Contract Administration or his/her designee, by filing a demand for arbitration upon the Director of the Governor's Office of Employee Relations within fifteen (15) working days of the receipt of the Step 3 decision.

(2) The demand for arbitration shall identify the grievance, the department or agency involved, the employee or employees involved, and the specific term or provision of the Agreement alleged to have been violated.

(3) All contract grievances appealed to arbitration shall be heard by a single Master Arbitrator, who shall be mutually selected by the parties. All such grievances shall be heard and reviewed by the Master Arbitrator during the Triage phase of Step 4. At the Triage phase, the parties shall be represented by staff and/or counsel, and

*CSEA, if it requests a meeting in its Step 3 appeal of a grievance filed under Article 34.1(b), shall be entitled to meet with the Director of the Governor's Office of Employee Relations, or the Director's designee, before a decision is issued.

shall present all relevant information, documents and argument to the Master Arbitrator.

(4) The Master Arbitrator shall have complete authority at the Triage phase of Step 4 to sustain or deny the grievance, or to suggest and accomplish resolution of the grievance. If the Master Arbitrator determines that an evidentiary hearing is necessary, the grievance shall be scheduled for expedited arbitration before the Master Arbitrator for the next available hearing date. The Master Arbitrator shall discuss with the parties the specific issue to be arbitrated, and the specific witnesses who shall testify at the expedited arbitration. The Master Arbitrator shall have the authority to preclude witnesses he/she determines to be non-essential to the issue(s) before him/her.

(5) The parties may provide legal counsel at the expedited arbitration. All relevant facts and documents shall be stipulated to at the expedited arbitration, and witnesses may be presented upon the approval of the Master Arbitrator. Except in exceptional cases, there will be no written briefs filed: verbal closing statements will be allowed. The Master Arbitrator shall take notice of all relevant prior arbitration decisions. The Master Arbitrator shall render a written Award no later than thirty (30) days after the close of the hearing.

(6) Upon mutual agreement by CSEA and the State, and with the consent of the Master Arbitrator, certain grievances shall be heard before the Master Arbitrator in a traditional arbitration setting, allowing a full range of witnesses and the submission of written briefs. In exceptional cases, at the request of the Master Arbitrator, an outside ad hoc arbitrator may be employed to hear and determine a specific grievance or issue, as agreed upon by the parties.

(7) The Master Arbitrator shall have full authority to resolve all procedural and substantive contractual issues at either the Triage phase or the Expedited Arbitration phase of Step 4, but shall have no power to add to, subtract from or modify the terms or provisions of this Agreement. The Master Arbitrator shall confine his Award solely to the application and/or interpretation of this Agreement. All Awards of the Master Arbitrator, both at the Triage phase and at the Expedited Arbitration phase, shall be final and binding consistent with the provisions of CPLR Article 75.

(8) The Master Arbitrator shall be available for a specified number of days in each month to review and resolve grievances and to study and issue Awards, as agreed upon by the parties. All fees and expenses of the Master Arbitrator shall be divided equally between the parties. The parties agree that the Master Arbitrator shall be paid the customary fees for such arbitration services.

§34.5 Procedures Applicable to Grievance Steps

(a) Steps 1 and 2 shall be informal and the grievant and/or CSEA shall meet with the appropriate step representative for the purpose of discussing the grievance.

(b) No transcript is required at any step. However, either party may request that the review at Step 2 only be tape recorded at its expense and shall provide a copy of such tape recording to the other party.

(c) Step 3 is intended primarily to be a review of the existing grievance file; provided, however, that additional exhibits and evidence may be submitted in writing.

(d) Any meeting required by this Article may be mutually waived.

(e) All of the time limits contained in this Article may be extended by mutual agreement. Extensions shall be confirmed in writing by the party requesting them. Upon the failure of the State, or its representatives, to provide a decision within the time limits provided in this Article, the grievant or CSEA may appeal to the next step. Upon failure of the grievant, or the grievant's representative, to file an appeal within the time limits provided in this Article, the grievance shall be deemed withdrawn.

(f) A settlement of or an award upon a contract grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than thirty (30) days prior to the date the contract grievance was first presented in accordance with this Article, or the date the contract grievance occurred, whichever is the later date.

(g) A settlement of a contract grievance at Steps 1 through 3 shall constitute precedent in other and future cases only if the Director of the Governor's Office of Employee Relations and the President of CSEA agree, in writing, that such settlement shall have such effect.

(h) The State shall supply in writing, with each copy of each step response, the name and address of the person to whom any appeal must be sent, and a statement of the applicable time limits for filing such an appeal.

(i) All contract grievances, appeals, responses and demands for arbitration shall be submitted by registered or certified mail, return receipt requested, or by personal service. All time limits set forth in this Article shall be measured from the date of receipt. Where service is by registered or certified mail, the date of the receipt shall be that date appearing on the return receipt; provided, however, that the time limits for the submission of a grievance or the filing of an appeal or demand for arbitration or issuance of a step response shall be determined from the date of personal service or date of mailing by certified or registered mail, return receipt requested.

(j) Working days shall mean Monday through Friday, excluding holidays, unless otherwise specified, and days shall mean calendar days.**

(k) The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to establish a special appropriation fund to be administered by the Office of the State Comptroller to provide for prompt payment of settlements reached or arbitration awards issued pursuant to this Article.

(l) In the event that CSEA alleges that the favorable resolution of a grievance has not been implemented in a reasonable period of time or that the State has reneged on the terms of the resolution, CSEA may resort to the procedure contained in Article 34.1(b) which shall, for purposes of this subsection, begin at Step 2.

(m) A claimed failure to follow the procedural provisions of Article 33 - **DISCIPLINE** - shall be reviewable in accordance with the provisions contained in that Article.

**In the case of a department or agency which normally operates on a seven (7) day a week basis, reference to ten (10) working days shall mean fourteen (14) calendar days and reference to five (5) working days shall mean seven (7) calendar days, and reference to two (2) working days shall mean four (4) calendar days.

ARTICLE 35
Resignation

§35.1 An employee who is advised that he or she is alleged to have been guilty of misconduct or incompetency and who is therefore requested to resign shall be given a statement written on the resignation form that:

(a) he or she has a right to consult a representative of CSEA or private counsel selected at his or her own expense or the right to decline such representation before executing the resignation, and a reasonable period of time to obtain such representation, if requested, will be afforded for such purpose;

(b) he or she may decline the request to resign and that in lieu thereof, a notice of discipline must be served upon him or her before any disciplinary action or penalty may be imposed pursuant to the procedure provided in Article 33 of the Agreements between the State and CSEA;

(c) in the event a notice of discipline is served, he or she has the right to object to such notice by filing a grievance;

(d) such disciplinary grievance procedure terminates in binding arbitration;

(e) he or she would have the right to representation by CSEA or by private counsel selected at his or her own expense at every step of the procedure; and

(f) he or she has the right to refuse to sign the resignation and his or her refusal in this regard cannot be used against him or her in any subsequent proceeding.

§35.2 A resignation which is requested and secured in a manner which fails to comply with this procedure shall be null and void.

ARTICLE 36
Job Abandonment

(a) Any employee absent from work without authorization for 14 consecutive calendar days shall be deemed to have resigned from his or her position if he or she has not provided a satisfactory explanation for such absence on or before the 15th calendar day following the commencement of such unauthorized absence.

(b) Prior to the conclusion of this 15 day period, the appointing authority shall notify the employee and the CSEA Local President by certified mail, return receipt requested, that his or her absence is considered unauthorized and would be deemed to constitute resignation pursuant to Article 36.

(c) Within 15 calendar days commencing from the 15th consecutive day of absence from work without authorization, an employee may submit an explanation concerning his or her absence, to the appointing authority. The burden of proof shall be upon the employee to establish that it was not possible for him or her to report to work or notify the appointing authority, or the appointing authority's designee, of the reason for his or her absence. The appointing authority shall issue a short response within five calendar days after receipt of such explanation. If the employee is not satisfied with the response, CSEA, upon the employee's request, may appeal the appointing authority's response to the Governor's Office of Employee Relations within five calendar days after receipt of the appointing authority's response. The Director of the Governor's Office of Employee Relations, or the Director's designee, shall issue a written response within five calendar days after receiving such appeal. Determinations made pursuant to this subsection shall not be arbitrable.

ARTICLE 37
Civil Service Law Section 72 Hearings

The State and CSEA shall jointly agree to a permanent panel of hearing officers to review employee appeals brought pursuant to Section 72 of the New York State Civil Service Law, to be administered by the Department of Civil Service. Members of this panel shall be jointly selected by the State and CSEA and shall serve for the term of this Agreement. The composition of this panel may be changed by mutual agreement of the State and CSEA.

ARTICLE 38
Employee Assistance Program/Work-Life Services

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 2011-2016 Agreement: $648,000 in 2011-2012, $648,000 in 2012-2013, $648,000 in 2013-2014, $660,960 in 2014-2015, and $674,179 in 2015-2016 to continue the Employee Assistance Program effort. A joint labor/management advisory body, which recognizes the need for combined representation of all employee negotiating units and the State, will monitor and evaluate the Employee Assistance Program and other work-life services.

ARTICLE 39
Benefits Guaranteed

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

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.

§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 2011-2016 Agreement: $41,000 in 2011-2012, $41,000 in 2012-2013, $41,000 in 2013-2014, $41,820 for 2014-2015, and $42,656 in 2015-2016 for administrative expenses associated with the Statewide Performance Rating Committee activities.

ARTICLE 41
Departmental Negotiations

(a) The departmental agreements negotiated pursuant to the provisions of Article 28 of the 1970-72 State/CSEA Agreements, Article 29 of the 1972-73 State/CSEA Agreements and Article 32 of the 1973-76 State/CSEA Agreements for the Administrative, Institutional and Operational Services Units, are the only agreements covered by the provisions of this Article.

Any provision of the aforementioned departmental agreements which has been superseded by subsequent negotiations or any State/CSEA Collective Bargaining Agreement shall be considered void effective April 1, 1988. Any provision not superseded shall continue for the term of this Agreement.

(b) During the first year of the Agreement the State and CSEA, at the departmental level, may meet to discuss continuation or elimination of any provisions that are not superseded. Any adjustment must be by mutual agreement.

ARTICLE 42
Accidental Death Benefit

§42.1 In the event an employee dies subsequent to April 1, 1985, as the result of an accidental on-the-job injury and a death benefit is paid pursuant to the Workers' Compensation Law, the State shall

pay a death benefit in the amount of $50,000 to the employee's surviving spouse and children in the same proportion as Workers' Compensation Accidental Death Benefit is paid. However, in the event that the employee is not survived by the spouse or children, then the State shall pay this death benefit to the employee's estate.

§42.2 The William L. McGowan Dependent Children's Tuition Program

The State agrees to continue to provide the program for dependent children of employees of the four CSEA negotiating units, who receive a death benefit pursuant to §42.1 above, with full tuition to attend any of the State University's colleges; provided, however, they meet the institution's entrance requirement. In addition, eligible dependent children, pursuant to §42.1 above, who meet the institution's entrance requirements and choose to enroll in an accredited private college or university within New York State, shall receive a payment from the State, equal to the corresponding semester's tuition cost at the State University of New York, for each semester they are enrolled and are in attendance at such private college or university.

ARTICLE 43
Reimbursement for Property Damage

§43.1(a) The State agrees to establish procedures, subject to reasonable rules and regulations of the Comptroller, to provide for payment of claims not in excess of $350 submitted by an employee and approved by the appointing authority, or their designee, for personal property damaged or destroyed by an inmate, patient or client of such department or agency in the course of such employee's performance of their official duties without fault as provided for by Subdivision 12 of Section 8 of the State Finance Law.

(b) The State shall appropriate an amount not to exceed: $32,000 in 2011-2012; $32,000 in 2012-2013; $32,000 in 2013-2014; $32,640 in 2014-2015; and $33,293 in 2015-2016 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:

(1) When investigation of a reported incident by the department

or agency substantiates an employee's claim for reimbursement for personal property damage or destruction, incurred in the actual performance of work, where the employee was not negligent, the employee's claim shall be expedited in accordance with procedures established by the Comptroller and approved by the Division of the Budget. The procedures shall include the authority to adjust amounts of reimbursement. The maximum claim reimbursement shall be $350.

(2) Where practicable, upon request of the employee, and subject to availability of funds, the department or agency may make payment up to that amount stated in Section 115, Subparagraph 3 of the State Finance Law out of local funds, pursuant to Comptroller regulations.

§43.2 Grievance alleging violation of this Article shall not be arbitrable, rather they shall be processed pursuant to Article 34.1(b). Alternative procedures may be developed, as necessary, by mutual agreement of the parties.

ARTICLE 44
Seniority

§44.1 Seniority as defined in this Article shall be the length of permanent State service without a break in service of more than one year (unless on approved leave). Approved leaves of absence (e.g., military leave, maternity leave, child-rearing leave) shall not constitute an interruption of service; provided, however, that seniority shall continue to accrue during time spent on disability leaves only.

§44.2 Assignment of employees to shifts, pass days, work locations (e.g., main office, college, hospital, district office, or buildings thereof), alternative work schedules and vacations shall be made on the basis of seniority where there is no distinction between employees with respect to factors relevant to the ability of the employees to perform the required duties and responsibilities satisfactorily, or subject to the operating needs of a department or agency or component thereof.

§44.3 Within 90 days of the execution of this Agreement, the specific procedures for implementing the provisions of this Article shall be developed through department or agency labor/management meetings. Grievances alleging a failure to follow

the specific procedures developed through department or agency labor/management meetings shall be processed through the grievance procedure only to the Governor's Office of Employee Relations and shall not be arbitrable.

§44.4 Where employees are involuntarily transferred or reassigned to a shift and/or work location in order to meet the program or operating needs of a department or agency or component thereof, such employees shall have the right, following such transfer or reassignment, to select their shift (except where the transfer or reassignment is to a specific shift), vacation and alternative work schedule in accordance with the specific procedures developed through department or agency labor/management meetings.

§44.5 Where employees are transferred or reassigned to a shift and/or work location at their request or as a result of disciplinary action, such employees shall not be eligible, following such transfer or reassignment, to select their shift, vacation and alternative work schedule in accordance with the specific procedures developed through agency labor/management meetings until the next time such selection is provided for by such procedures; provided, however, shift selection shall not be permitted where the transfer or reassignment is to a specific shift, and provided further the procedures may include a specific time period during which an employee transferred or reassigned as a result of disciplinary action may not make any selection.

ARTICLE 45
Posting of Examination Announcements and Job Vacancies

§45.1 Each appointing authority shall be responsible for posting Civil Service examination announcements at each facility or institution or work location, where appropriate. Management shall be responsible for ensuring that qualified employees under its jurisdiction have reasonable opportunity to learn of pending examinations. Establishment and maintenance of these procedures shall be developed at local labor/management meetings.

§45.2(a) Each institution or facility (e.g., college, hospital, DDSO, district office) shall establish and maintain procedures for posting announcements of job vacancies. Such procedures shall provide for the announcements to be posted at least 10 calendar days prior to the

date the vacancies are to be filled. Vacancies which are expected to be filled on a temporary basis for 45 days or less need not be posted. However, procedures shall be established at the appropriate local labor/management level to ensure that CSEA is advised of the existence of such temporary vacancies, the particular reasons therefore, and the expected duration of each such temporary vacancy.

(b) An employee in this Unit who wishes to be considered for a job vacancy announced in accordance with provisions of this section may apply for such vacancy within 10 calendar days following the announcement. An employee shall include in such application their date of initial appointment to State service which, for purposes of this Article, shall serve as their seniority date. From among the employees who apply, the institution or facility shall select those to be interviewed. In the consideration of employees for transfer or reassignment to a job vacancy as provided for herein, seniority shall be a factor, where there is no distinction between employees with respect to factors relevant to the ability of the employees to perform the required duties and responsibilities satisfactorily.

(c) An employee who applies for a job vacancy in accordance with the provisions of this section but is not selected to fill the vacancy, shall be notified in writing of the fact of non-selection. If the employee was interviewed, upon request, such employee shall be entitled to a meeting to discuss the reasons for non-selection.

§45.3 Civil Service examination and job vacancy announcements which are posted pursuant to provisions of this Article shall be sent to the local CSEA president at the time they are posted.

§45.4 Nothing contained in this Article shall limit appointing authorities from providing for more extensive distribution or posting of Civil Service examination or job vacancy announcements than provided for herein.

§45.5 The procedures of this Article shall be subject to Article 34, Grievance and Arbitration; provided, however, an institution or facility or other appropriate appointing authority shall not be required to affect or invalidate any appointment made which conforms to Civil Service Law, Rules and Regulations.

§45.6 This Article shall be construed consistent with and without limitation to the free exercise by the State of its rights set forth in Article 5, Management Rights.

ARTICLE 46
Continuous Hours of Work

§46.1 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.

ARTICLE 47
Emergency First Aid

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

§47.2 Where an employee is directed to transport an injured or ill employee, the employee so directed shall not be required to use leave accruals for his or her absence from work resulting from such directed activity, and while engaged in such directed activity, the employee shall be entitled to workers' compensation benefits to the extent permitted by the Workers' Compensation Law.

ARTICLE 48
Eligible List-Stays

In the event the use of an eligible list is stayed pursuant to court order, upon the removal of such stay such eligible list shall continue in existence for a period not less than 60 days and for such additional period as may be determined by the Department of Civil Service, except that in no event shall such 60-day period extend the life of any eligible list beyond the statutory limit of four years.

ARTICLE 49
Printing of Agreement

The Civil Service Employees Association shall cause this Agreement to be printed and shall furnish the State with a sufficient number of copies for its use. The State agrees to provide each employee initially appointed on or after the date of this Agreement a copy thereof as soon as practicable following the employee's first day of work. The cost of printing this Agreement shall be shared equally by the State and CSEA.

ARTICLE 50
Conclusion of Collective Negotiations

This Agreement is the entire agreement between the State and CSEA, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

ARTICLE 51
Severability

In the event that any article, section or portion of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction or shall have the effect of loss to the State of funds made available through Federal law, then such specific article, section or portion specified in such decision or having such effect shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a decision or the issuance of a ruling having such effect of loss of Federal funds, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such article, section or portion of this Agreement involved. The parties agree to use their best efforts to

contest any such loss of Federal funds which may be threatened. In the event that the Legislature fails to implement Section 7.1, any or all articles may be reopened at the option of CSEA or the State, and renegotiated. In the event that any other article, section or portion of this Agreement fails to be implemented by the Legislature, then in that event, such article, section or portion may be reopened by CSEA or the State and renegotiated. During the course of any reopened negotiations any provision of this Agreement not affected by such reopener shall remain in full force and effect.

ARTICLE 52
APPROVAL OF THE LEGISLATURE

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

ARTICLE 53
Duration of Agreement

The term of this Agreement shall be from April 2, 2011 to April 1, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on August 15, 2011.

THE EXECUTIVE BRANCH OF THE STATE OF NEW YORK

Joseph M. Bress
Chief Negotiator

Todd R. Snyder
Chief Negotiator

Gary Johnson
Director, Governor's Office of Employee Relations

Negotiating Team

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Priscilla E. Feinberg
Caroline Melkonian
Dustin Mondell
Michael Volforte, Esq.

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO

Danny Donohue
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Staff Secretary

Team Members:
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Shana Davis
Deborah Downey
Theresa (Terri) Ferrara
Laurene (Laurie) Hildebrandt
Tom Moylan
Andre' Sigmone
James Staley
Kathleen Walpole

APPENDIX I
MATERNITY AND CHILD-REARING LEAVE

This memorandum revokes and replaces the August 3, 1973 memorandum from the Civil Service Commission regarding maternity leave effective immediately.

Pregnant employees may be asked or encouraged to report the existence of pregnancy, but they may not be required to do so. Where, in the opinion of the appointing officer, the nature of the duties performed may be particularly hazardous or burdensome during pregnancy, this should be pointed out in the letter of appointment and such employees should be urged to advise their supervisors of any pregnancy. In any case where the appointing authority believes the employee is unable to perform the duties of the position because of pregnancy, the employee may be required to undergo a medical examination at the expense of the department or agency, by a physician designated by the appointing authority. A pregnant employee who is determined to be medically disabled from the performance of job duties must be treated the same as any other employee similarly disabled insofar as disability leave benefits are concerned.

Sick leave and sick leave at half-pay may be used only during a period of medical disability. Under the State's policy, disabilities arising from pregnancy or childbirth are treated the same as other disabilities in terms of eligibility for or entitlement to sick leave with and/or without pay, extended sick leave and sick leave at half-pay. Generally, the period of such disability is deemed to commence approximately four weeks prior to delivery and to continue for six weeks following delivery. While doctor's certificates may be required for any period of disability, agencies should request detailed medical documentation whenever disability is claimed to commence prior to or to extend beyond the period of disability described above.

An appointing authority may approve an employee's request for leave without pay during pregnancy and prior to the onset of any medical disability as a matter of discretion. Absences during pregnancy and following childbirth may be charged to vacation, overtime or personal leave irrespective of whether the employee is disabled. While the use of annual leave, overtime and personal leave accruals prior to the onset of medical disability is discretionary with

the appointing authority, employees must be permitted to use these accruals during a period of medical disability after sick leave with pay has been exhausted.

Employees, regardless of sex, are entitled to leave without pay for childcare for up to seven months following the date of delivery.*

For purposes of computing the seven month period of mandatory leave, periods during which the employee was absent for "disability" or use of leave credits are included; the mandatory seven month period is not extended by the granting of disability leave or the use of accrued leave. During a period of leave for childcare, employees shall be permitted, upon request, to use annual leave, personal leave and overtime credits before being granted leave without pay. As is the case with other mandatory leaves without pay (e.g., military leave), agencies shall not require that employees exhaust all appropriate leave credits prior to being granted leave without pay for childcare. Sick leave or sick leave at half-pay may be used only during a period of medical disability (Attendance Rules Sections 21.3, 21.4, 21.5, 28.3, 28.4 and 28.5). Except in the case of continuing medical disability, any leave of absence beyond the seventh month following childbirth shall be at the discretion of the appointing authority as provided in Sections 22.1 and 29.1 of the Attendance Rules. An employee who requests a leave for childcare of less than seven months is entitled to have such leave extended, upon request, up to the seven month maximum and may, at the discretion of the appointing authority, have such leave extended beyond the seventh month. In certain situations, an employee may not be permitted to return from such leave until the expiration of the period that such employee requested and was granted. Generally, such restrictions on early return are limited to situations where such return would be disruptive of a project or where the termination of a replacement would occur.

During the seven month period following childbirth, the granting of leave for childcare is mandatory upon request from either parent. If both parents are State employees, leave for childcare is mandatory for one parent at a time and the parents may elect to split the mandatory

*See Administrative Services Contract, Article 10.15

seven month leave into two separate blocks of leave with each parent entitled to one continuous period of leave but not to exceed a combined total of seven months of leave and not to extend beyond seven months from the date of delivery.

Agencies may, in their discretion, approve other arrangements for shared leave including concurrent leave and may, as a matter of discretion, extend leave for childcare beyond the mandatory seven months. Furthermore, while one parent is absent on leave for childcare, agencies continue to have the discretion to approve requests from the other parent for periods of vacation or personal leave, and for family sick leave in accordance with Sections 21.3(f) and 28.3(f) of the Attendance Rules.

Temporary, provisional and probationary employees without any permanent status are entitled to leave with full pay and/or without pay as described above. However, these employees are not eligible for sick leave at half-pay nor are they entitled to leave beyond that date when their employment would otherwise terminate (e.g., temporary item abolished, permanent incumbent restored to item, certification of eligible lists, etc.). In general, the State's policy on leave for pregnancy, childbirth and childcare shall not be construed to require extension of any employment (permanent, permanent contingent, temporary, or provisional) beyond the time it would otherwise terminate.

DATED: January 28, 1982

APPENDIX II
CHILDCARE LEAVE FOR ADOPTIVE PARENTS

This memorandum extends entitlement to leave without pay for childcare to adoptive parents in the same manner and to the same extent that such leave is available to birth parents. This memorandum applies to all eligible State employees, except that where an Agreement between the State and an employee organization entered into pursuant to Article 14 of the Civil Service Law (the Taylor Law) provides for a different leave benefit, the provisions of the Agreement shall control. However, nothing in the Agreements precludes appointing authorities from extending the benefits provided by this policy on a discretionary basis.

State employees, regardless of gender, are entitled to a maximum of seven months of leave without pay for childcare in connection with the adoption of a child in accordance with the provisions of Article 7 of the Domestic Relations Law. Entitlement to such leave without pay shall be for a period of up to seven months. The employee may take leave for this purpose starting at any time from the date the adoptive child is placed with the family to the effective date of the adoption.*

In general, the guidelines for leave of absence for childcare for adoptive parents are the same as those governing leave for childcare for birth parents.

During a period of leave for childcare, employees shall be permitted, upon request, to use annual leave, personal leave and overtime credits before being granted leave without pay. However, agencies shall not require that employees exhaust all appropriate leave credits before being granted leave without pay for childcare. The seven month period of such leave is not extended by the use of accrued leave credits.

An adoptive parent who requests a leave of absence for childcare purposes of less than seven months is entitled to have such leave extended, upon request, up to the seven month maximum.

If both adoptive parents are State employees, one parent may elect to take the entire leave, or the parents may choose to divide the leave time with each entitled to one continuous period of leave as long as it does not exceed a combined total of seven months of leave.

Agencies may, in their discretion, approve other arrangements for shared leave and may as a matter of discretion extend leave for childcare for adoptive parents beyond the seven months to which this new policy entitles them. Furthermore, while one parent is absent on leave for childcare, agencies continue to have the discretion to approve requests from the other parent for periods of vacation or personal leave, or for family sick leave in accordance with Sections 21.3(f) and 28.3(f) of the Attendance Rules.

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*See Administrative Services Contract, Article 10.15

The State's policy on leave for childcare for adoptive parents shall not be construed to require extension of any employment beyond the time it would otherwise terminate.
DATED: March 11, 1982

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, 7.14, and Downstate Adjustment, 7.15, shall apply on a hourly, prorated basis; and except that 7.16(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 Job Vacancies (except as noted in G of this Appendix)
Article 50	Work Location, Shift and Pass Day Assignment
Article 51	Winter Maintenance-Department of Transportation
Article 52	Employee Identification

A. Compensation

Retention Payment 2013-2014

1. Effective March 28, 2013 for employees on the administrative payroll and effective April 4, 2013 for employees on the institutional payroll a lump sum retention payment of $775 dollars shall be made to each employee on a prorated basis reflecting actual hours worked, in such units in employment status who was (i) active on the date of ratification of the agreement between the State and the negotiating unit covering such employee and (ii) in continuous service, as defined by Paragraph (c) of Subdivision 3 of Section 130 of the Civil Service Law, from that date until March 28, 2013 for employees on the administrative payroll and on April 4, 2013 for employees on the institutional payroll. Such lump sum shall be considered salary for final average salary retirement purposes but shall not become part of basic annual salary. Notwithstanding the foregoing provisions of this subdivision, employees who would have otherwise been eligible to receive such lump sum payment, but who were not on the payroll on such date, shall be eligible for said payment if they return to full-time employment status during the fiscal year 2013-2014 without a break in continuous service.

2. Effective March 27, 2014 for employees on the administrative payroll and effective April 3, 2014 for employees on the institutional payroll a lump sum payment of $225 dollars shall be made to each employee on a prorated basis reflecting actual hours worked

in such units in employment status who was (i) active on the date of ratification of the agreement between the State and the negotiating unit covering such employee and (ii) in continuous service, as defined by Paragraph (c) of Subdivision 3 of Section 130 of the Civil Service Law, from that date until March 28, 2013 for employees on the administrative payroll and April 4, 2013 for employees on the institutional payroll. Such lump sum shall be considered salary for final average salary retirement purposes but shall not become part of basic annual salary. Eligible employees do not have to be on the payroll on such date to receive this lump sum payment.

Salary Increase for Fiscal Year 2014-2015

1. Effective on March 27, 2014 for employees on the administrative payroll and April 3, 2014 for employees on the institutional payroll, the basic annual salary of employees in employment status on March 26, 2014 and April 2, 2014, respectively, shall be increased by two (2) percent.

2. Seasonal employees, except those employed in the Park and Recreation Aide series, not on the payroll on March 26, 2014 or April 2, 2014, as appropriate, but who were employed on a seasonal basis in fiscal year 2013-2014 and become reemployed during the 2014-2015 fiscal year, will be eligible for an increase of two (2) percent effective on March 27, 2014 for employees on the administrative payroll and April 3, 2014 for employees on the institutional payroll or the date of hire, whichever is later.

3. Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the 2013-2014 fiscal year who were not on the payroll on March 26, 2014 and April 2, 2014, as appropriate, but who were employed on a seasonal basis in fiscal year 2013-2014 and become reemployed as detailed below, will be eligible to receive a salary as described below.

(a) Individuals newly hired in the Park and Recreation Aide series shall receive the prevailing hiring rate for the particular Aide level to which they are being appointed.

(b) Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the 2013-2014 fiscal year who were not on the payroll on March 26, 2014 and April 2, 2014, as appropriate, but who become reemployed during the 2014-2015 fiscal year in the

same series:

(i) if reemployed in the same Aide level: will be eligible to receive the salary they last received in that title increased by two (2) percent, or the prevailing hiring rate for that same title at the time of reemployment, whichever is higher;

(ii) if reemployed in a higher Aide level: will receive at least the same hourly rate of pay they last received, increased by two (2) percent, or the prevailing rate of the higher Aide level, whichever is higher;

(iii) if reemployed in a lower Aide level: will receive the prevailing hiring rate of the level to which he or she is being appointed.

Salary Increase for Fiscal Year 2015-2016

1. Effective on March 26, 2015 for employees on the administrative payroll and April 2, 2015 for employees on the institutional payroll, the basic annual salary of employees in employment status on March 25, 2015 and April 1, 2015, respectively, shall be increased by two (2) percent.

2. Seasonal employees, except those employed in the Park and Recreation Aide series, not on the payroll on March 25, 2015 or April 1, 2015, as appropriate, but who were employed on a seasonal basis in fiscal year 2014-2015 and become reemployed during the 2015-2016 fiscal year, will be eligible for an increase of two (2) percent effective on March 26, 2015 for employees on the administrative payroll and April 2, 2015 for employees on the institutional payroll or the date of hire, whichever is later.

3. Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the 2014-15 fiscal year who were not on the payroll on March 25, 2015 and April 1, 2015, as appropriate, but who were employed on a seasonal basis in fiscal year 2014-2015 and become reemployed as detailed below, will be eligible to receive a salary as described below.

(a) Individuals newly hired in the Park and Recreation Aide series shall receive the prevailing hiring rate for the particular Aide level to which they are being appointed.

(b) Those individuals employed in the Park and Recreation Aide series on a seasonal basis in the 2014-2015 fiscal year who were not on the payroll on March 25, 2015 and April 1, 2015, as appropriate,

but who become reemployed during the 2015-2016 fiscal year in the same series:

(i) if reemployed in the same Aide level: will be eligible to receive the salary they last received in that title increased by two (2) percent, or the prevailing hiring rate for that same title at the time of reemployment, whichever is higher;

(ii) if reemployed in a higher Aide level: will receive at least the same hourly rate of pay they last received, increased by two (2) percent, or the prevailing rate of the higher Aide level, whichever is higher;

(iii) if reemployed in a lower Aide level: will receive the prevailing hiring rate of the level to which he or she is being appointed.

Effect of Minimum Wage Level

1. If in the discretion of the Director of the Budget, employees covered by the Seasonal Agreement are raised to the minimum wage level, the negotiated raise will be applied only so far as is necessary to supplement the minimum wage raise to bring those employees to the negotiated increase.

2. If the raise to the minimum wage results in a raise higher than the negotiated increase, no negotiated salary increase will be paid for that year.

3. At no time will both a raise to the minimum wage and the negotiated salary increase be given to an employee covered by this interpretation where such would result in more than the negotiated increase in salary from the preceding year.

B. Holiday Compensation

(a) Seasonal employees not covered by the Attendance Rules who are regularly employed on a 37.5 or 40 hour per week basis who work at least 25 days during the season will be entitled to additional compensation at their hourly rate up to a maximum of eight hours, for time worked on each of the first three (3) days during their employment in any seasonal period (4/1 to 9/30 and 10/1 to 3/31) which are observed as holidays by the State. Such compensation should be paid retroactively upon completion of five weeks of work.

(b) Seasonal employees not covered by the Attendance Rules who are regularly employed on a 37.5 or 40 hour per week basis who work at least 25 days during the current seasonal period and

who have been so employed during at least one of the two consecutive seasonal periods (4/1 to 9/30 and 10/1 to 3/31) immediately preceding the current seasonal period will be entitled to additional compensation at their hourly rate up to a maximum of eight hours for time worked on days during their employment in the current seasonal period which are observed as holidays by the State. Such compensation should be paid retroactively upon completion of five weeks of work.

The first seasonal period during which this benefit will become payable is the 10/1/04 to 3/31/05 seasonal period to employees who meet the service requirement during either the 10/1/03 to 3/31/04 or the 4/1/04 to 9/30/04 seasonal period.

(c) A seasonal employee who is entitled to time off with pay on days observed as holidays by the State as an employer and who has been scheduled or directed to work will receive additional compensation for time worked on such days.

C. Attendance and Leave

1. Seasonal employees who have been continuously employed on at least a half-time basis, for 19 pay periods, shall be entitled to Attendance Rules coverage, in accordance with the Civil Service Attendance Rules and the appropriate provisions of their negotiating unit Agreement.

Seasonal employees who are employed at least half-time and who are expected by the appointing authority to be so employed continuously for nine months, without a break in service exceeding one full payroll period, shall be eligible to observe holidays and to earn and accumulate vacation and sick leave and be granted personal leave on a prorated basis in the same manner and subject to the same limitations and restrictions as would apply if they were compensated on an annual salary basis.

2. Seasonal employees not employed continuously as described in paragraph (1) above, but who are employed in at least 19 cumulative pay periods on at least a half-time basis in each of these pay periods within a fiscal year shall be entitled to the following:

Employees anticipated to continue at the employment level described above in the current fiscal year shall be credited with three days leave accruals on April 1 of each year when the 19 cumulative

pay periods as described above have been worked in the previous fiscal year.

If a seasonal employee described in this Section (2) receives a permanent appointment in the same agency, such employee may carry such leave for a period of one year in a separate category to be used within one year of the permanent appointment. Usage of such leave is subject to the operating needs of the Agency. Any such leave that is not utilized shall be forfeited. Such leave does not qualify for usage in the Productivity Enhancement Program (PEP).

The leave is to be used subject to prior approval for absence for personal reasons and for unscheduled absences due to illness. These leave accruals shall be non-cumulative from fiscal year to fiscal year. Such accruals do not have a cash-out or retirement value. Service in more than one State agency shall be credited toward meeting the 19 cumulative pay period requirement.

D. Health Insurance Coverage

1. 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 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.

2. 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.

3. 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 4 below.

4. Should a seasonal employee who attained health insurance coverage under Section 1 or 2 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 of the payroll more than six months. An employee so rehired may continue his or her health insurance by paying the full cost of 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 of employment terminated.

E. Appointment Letter

Each State department and agency shall provide a seasonal employee with an appointment letter indicating his or her date of hire and date of anticipated separation.

F. Department/Agency Seasonal Handbook

Each State department and agency shall prepare a seasonal employee handbook to be distributed to all seasonal employees.

G. A seasonal employee who is appointed to a permanent position in the competitive, non-competitive, or labor class, within one year of completing at least three years of continuous service of 19 pay periods cumulative in each of those three years, and who successfully completes his/her probationary period shall receive seniority credit for actual time worked as a seasonal employee for purposes of job bidding, as applicable.

H. Those seasonal employees who have Attendance coverage or those employees who have met the eligibility requirements for seasonal leave credits shall be entitled to an exit interview, upon written request, with a human resource designee, following notice of involuntary separation. A union representative may accompany the employee in the exit interview session.

APPENDIX IV
ATTENDANCE AND LEAVE
EARNING AND ACCUMULATION AND USE OF VACATION, SICK LEAVE, PERSONAL LEAVE AND HOLIDAY LEAVE

This Appendix describes leave provisions applicable to full-time annual salaried employees in the Administrative Services Unit (ASU) covered by the Attendance Rules. Eligibility for Attendance Rules coverage, including leave benefits, for part-time, hourly and per diem employees is not addressed here. A more detailed explanation of these Rules may be found in the Attendance and Leave Manual for State Agencies.

The portion of the Attendance Rules for Employees in New York State Departments and Institutions which is grievable under the Benefits Guaranteed provision of the Agreement shall remain so. Interpretive aspects of this Appendix shall not be grievable.

This Appendix is a brief summary of the major types of leave and their earning, accumulation and use. Leave provisions described herein are drawn from the Attendance Rules for Employees in New York State Departments and Institutions Sections 20-26, related laws, rules and Article 10 of the 2011-2016 ASU Agreement which provide the authorization for the benefits discussed.

This Appendix focuses on the most common leave provisions and is not intended as an all-inclusive discussion of each and every leave category. It is beyond the scope of this material to deal with unusual or exceptional circumstances.

VACATION

Earning

Six and one-half days of vacation are credited upon completion of 13 bi-weekly pay periods of service. Thereafter, vacation is earned at the rate of one-half day every pay period during the first seven years of service and bonus days are added each year on the employee's vacation anniversary date at the rate of one day for each year of service to a maximum of 20 days vacation per year after seven years. Upon completion of the first seven years of service,

vacation is earned each pay period at a rate which equals 20 days for every 26 pay periods; i.e., about one and one-half (1 1/2) days every four weeks.

Vacation credit is earned only for bi-weekly pay periods during which an employee is in full pay status for at least seven of the ten workdays in the pay period.

An employee is also credited with additional vacation each year upon completion of 15 or more years of service. He or she receives one additional day each year for 15 to 19 years of service, two days for 20 to 24 years, three days for 25 to 29 years, four days for 30 to 34 years, and five days for each year of service starting with the 35th year.

Upon completion of from one to 35 or more years of service vacation is earned and accumulated in accordance with the following schedule:

Completed Years of Continuous Service	**Vacation Earned**
1	14 days (including 1 bonus day)
2	15 days (including 2 bonus days)
3	16 days (including 3 bonus days)
4	17 days (including 4 bonus days)
5	18 days (including 5 bonus days)
6	19 days (including 6 bonus days)
7	20 days (including 7 bonus days)
8 to 14	20 days (at a rate of approximately 1 1/2 days every 4 weeks)
15 to 19	21 days (including 1 additional bonus day)
20 to 24	22 days (including 2 additional bonus days)
25 to 29	23 days (including 3 additional bonus days)
30 to 34	24 days (including 4 additional bonus days)
35 or more	25 days (including 5 additional bonus days)

An employee may exceed the 40-day vacation maximum during the fiscal year. However, vacation credits in excess of 40 days are forfeited on April 1 of each fiscal year.

Vacation Anniversary Date

The vacation anniversary date is ordinarily the date of appointment to State service. The vacation anniversary date is not altered by leaves without pay or separations from State service of less than six months' duration.

The vacation anniversary date is adjusted whenever the employee is on leave without pay for more than six months or is separated from State service for a period of six to twelve months. The vacation anniversary date is adjusted by adding the number of months and days off the payroll due to leave without pay or separation to the original vacation anniversary date.

Generally, persons reemployed after a separation from State service which exceeds one year are treated as new employees and are assigned a new vacation anniversary date.

Use of Vacation

Section 44.2 of the ASU Agreement contains a discussion of the impact of seniority on scheduling of vacations.

Section 10.4 of the ASU Agreement provides that an employee's properly submitted written request for use of accrued vacation credits shall be answered in writing within five (5) working days of receipt. If an employee's request is denied, the employee shall receive a written statement of the reasons for such denial within five (5) working days of such denial.

Separation

Employees who separate from State service may be eligible for a lump sum payment for up to 30 days of accrued and unused vacation.

SICK LEAVE

Earning

Sick leave is earned and accumulated at the rate of one-half day each bi-weekly pay period for a total of 13 days per year and may be accumulated to a maximum of 200 days. Sick leave is earned only for pay periods during which an employee is in full pay status for at least seven of the ten workdays in the pay period.

Use

Proper uses of sick leave include personal illness, visits to doctor or dentist or other recognized medical practitioner and illness or death in the employee's family (up to 15 days per year). For this purpose, family is defined as any relative or relative-in-law, or any person with whom the employee has been making his or her home. Family sick leave is available to employees who are providing direct care to a family member who is ill. Requests for use of family sick leave for illness or death in the employee's family shall not be unreasonably denied. Employees who request leave for illness or death in the family may be required to present evidence of the family relationship and the need for leave.

Employees who have exhausted sick leave credits are entitled to charge absences otherwise chargeable to sick leave to other leave credits (vacation, personal leave, etc.) subject to the same approval procedures and documentation requirements as apply to use of sick leave credits.

Medical Documentation

The Attendance Rules provide that an appointing authority is entitled to satisfactory medical documentation before approving absence due to illness or before authorizing return to work.

Satisfactory medical documentation generally meets the following criteria:

1. A brief diagnosis will not be required as part of any required medical documentation unless the employee has been absent from work due to illness or injury for greater than 30 consecutive calendar days.

2. It specifies the inclusive dates of disability covered by the doctor's note and the date or dates of treatment during the period covered.

3. It certifies that the employee is disabled from the performance of his or her job duties. In some cases (for example, partial disability) it may provide information on the kinds of job duties the employee is unable to perform.

4. It indicates the anticipated date of return to work.

5. It is signed by an appropriate medical practitioner.

Agencies are required to treat medical documentation in a confidential manner. Article 10.16 of the ASU Agreement provides employees, upon their request, with an additional procedure for special handling of medical certificates to provide further confidentiality.

The ASU Agreement provides that a doctor's certificate will not be routinely required for absences of four days or less due to illness. This in no way limits management's rights to require medical documentation for a specific absence in order to substantiate use of sick leave.

When an agency requires that an employee be examined by a physician selected by the employer prior to return to duty, Article 10.17 of the ASU Agreement establishes time frames within which the verification of fitness for duty will either be completed or the employee will be returned to full pay status until such verification is completed.

Pursuant to Article 10.16(b), when the appointing authority determines that the employee shall be required to provide medical documentation solely as a result of a review of the employee's attendance record, such requirement shall follow counseling and written notice to the employee. The requirement shall commence subsequent to such notice, shall be of a reasonable duration, and the employee shall be properly notified of the conditions that the requirement imposes.

Separation

There is no provision for cash payment for unused sick leave upon separation from State service. However, employees who retire directly from State service may use up to 200 days of unused sick leave for retirement service credit and up to 200 days of unused sick leave to defray the cost of health insurance in retirement.

Extended Sick Leave

Under the Attendance Rules, an employee who has exhausted all leave credits and who is absent due to personal illness may, at the discretion of the appointing authority, be advanced up to five days of sick leave credits. Sick leave credits may be advanced to avoid a payroll deduction, but it is generally not appropriate to advance sick leave credits simply to postpone sick leave at half-pay or a leave without pay or when the employee will not be able to return to work.

Advanced sick leave must be repaid as soon as possible following the employee's return to work from subsequent accumulations of leave credits. Any advanced sick leave not repaid at time of separation is deducted from any compensation due the employee.

Sick Leave at Half-Pay

Article 10.8 of this Agreement describes the conditions which must be met before mandatory sick leave at half-pay must be granted. However, under certain circumstances agencies may grant discretionary sick leave at half-pay pursuant to Section 21.5 of the Attendance Rules during any period of absence caused by personal disability for which the employee is not entitled to mandatory sick leave at half-pay under the contract. During waiting periods for mandatory sick leave at half-pay under this Agreement, employees continue to be eligible for discretionary sick leave at half-pay pursuant to the Attendance Rules and a determination must be made regarding granting or denying such leave under the Rules during that waiting period. To be eligible for discretionary sick leave at half-pay under the Attendance Rules an employee must have completed one cumulative year of State service, must have permanent status as of the point sick leave at half-pay is to begin (probationers with no permanent hold item are not eligible), must have exhausted all accrued leave credits and must have submitted satisfactory medical documentation of personal disability. Although sick leave at half-pay under the attendance rules is discretionary, arbitrary denials are not consistent with the intent of the Rules.

PERSONAL LEAVE

Crediting

Employees are credited with five days of personal leave upon appointment to State service and thereafter with five days each year on the anniversary date of such appointment. However, if an employee is off the payroll for any reason on his or her personal leave anniversary date, his or her personal leave anniversary date is changed to the date he or she returns to the payroll and he or she is credited with five days of personal leave at that time. Personal leave is not cumulative and any personal leave credits remaining unused are cancelled at close of business the day preceding the employee's personal leave anniversary date.

While personal leave is provided for absences necessitated by personal business including religious observance and by extraordinary weather conditions, it may be used as vacation subject only to those limitations and restrictions which apply to the use of vacation credits. Personal leave credits may be used in any case where the absence could properly be charged against vacation credits and requests for personal leave must be approved for absences necessitated by religious observance obligations insofar as the absence will not interfere with the proper conduct of government functions.

While employees are generally not required to provide a reason when requesting prior approval for use of personal leave, it is incumbent upon any employee seeking special consideration or reconsideration following initial denial of a request to use personal leave to provide sufficient explanation of the reason for the request.

Separation

There is no provision for cash payment for unused personal leave upon separation from State service.

HOLIDAY LEAVE

Earning

Holiday leave is accrued:

a) for work performed on holidays during the hours that correspond to the employee's regular work shift by employees who have waived holiday pay pursuant to Section 7.16 of the ASU Agreement,

or

b) for holidays which fall on an employee's pass days (regular days off).

Use

Use of holiday leave is governed by the same general guidelines that govern the use of vacation. However, employees must use holiday leave within one year of its accrual. Holiday leave not used within 12 months is forfeited.

Separation

There is no provision for cash payment upon separation for unused holiday leave.

PRIOR APPROVAL FOR USE OF LEAVE CREDITS

Except in emergencies, employees are expected and required to obtain advance approval for leaves of absence and prior approval before charging an absence to leave credits. In general, they are expected to request time off in advance, and to get approval in advance of taking the time off. They are also expected to get approval in advance for the specific leave credits to be charged for the absence, i.e., vacation or sick leave or personal leave, etc.

In an emergency where it is not possible to anticipate an absence and secure prior approval to be absent or charge the absence to appropriate leave credits, the employee should notify his or her agency as soon as possible that he or she will not be reporting for duty and the reasons therefore. Employees should make themselves aware of the specific call-in procedures established by their agencies. If an employee is suddenly taken ill or is otherwise forced to absent himself or herself from work for good and sufficient reasons, he or she may be allowed to charge such unavoidable absence to appropriate leave credits. The routine or automatic charging of such an absence as an authorized or unauthorized leave without pay would be inconsistent with the intent and spirit of the Attendance Rules for State employees and related provisions in negotiated Agreements.

Although prior approval of the appointing authority is required before an employee may charge an absence from duty to leave credits, such approval may be granted, and in some cases should be granted, subsequent to the absence. The employee who takes a day off to complete some routine household chores should be placed on unauthorized leave without pay if he or she takes the day off without prior approval. On the other hand, the employee who is unexpectedly and unavoidably absent from work but notifies his or her agency of such absence as soon as practicable should be allowed to use appropriate leave credits to cover the absence so long as the appointing authority is satisfied the absence was unexpected and unavoidable.

OTHER LEAVES

The Attendance Rules, related laws, contract provisions and policies provide for several other types of leaves which include:

- Leave for Civil Service Examinations (Attendance Rules, Rule 21.10, ASU Agreement Article 28.2)
- Employee Organization Leave (ASU Agreement Article 4.8)
- Leave for Jury Duty or Ordered Court Appearance (Attendance Rules, Rule 21.9, ASU Agreement Article 32.6)
- Military Leave and Leave for Veterans (Military Law Sections 242, 243, 246, 249 and Public Officers Law Section 63)
- Childcare Leave (ASU Agreement Article 10.15 and Appendices I and II)
- Absence Due to Occupational Injury (ASU Agreement Article 11)

APPENDIX V
MAXIMUM ALLOWANCES FOR RECEIPTED LODGING AND MEAL EXPENSES FOR OVERNIGHT - EFFECTIVE OCTOBER 1, 2011

Locality/County	Maximum Lodging Per Diem Amount	Maximum Meal Per Diem Amount	Maximum Meal Maximum Allowance
Albany	$ 104	$ 61	$ 165
Broome/Tioga	$ 92	$ 46	$ 138
Dutchess	$ 99	$ 66	$ 165
Erie	$ 100	$ 56	$ 156
Essex			
(Sept. 1-Nov. 30)	$ 108	$ 61	$ 169
(Dec. 1- Feb. 28)	$ 126	$ 61	$ 187
(Mar. 1-June 30)	$ 99	$ 61	$ 160
(July 1-Aug. 31)	$ 118	$ 61	$ 179
Bronx, Brooklyn, Manhattan, Queens & Staten Island			
(Sept. 1-Dec. 31)	$ 295	$ 71	$ 366
(Jan. 1-March 31)	$ 244	$ 71	$ 315
(Apr. 1-June 30)	$ 241	$ 71	$ 312
(July 1-Aug. 31)	$ 216	$ 71	$ 287
Monroe	$ 96	$ 51	$ 142
Nassau	$ 142	$ 66	$ 208
Niagara			
(Sept. 1-Apr. 30)	$ 77	$ 51	$ 128
(July 1-Aug. 31)	$ 93	$ 44	$ 137
Onondaga/Oswego	$ 94	$ 56	$ 150
Orange	$ 108	$ 51	$ 159
Rensselaer	$ 96	$ 51	$ 147
Rockland	$ 105	$ 61	$ 166
Saratoga/Schenectady			
(Sept. 1-June 30)	$ 104	$ 56	$ 160
(July 1-Aug. 31)	$ 148	$ 56	$ 204
Seneca/Tompkins	$ 118	$ 46	$ 164
Suffolk			
(Sept. 1-May 31)	$ 112	$ 71	$ 183
(June 1-Aug.31)	$ 127	$ 71	$ 198
Ulster	$ 105	$ 66	$ 171
Warren			
(Sept. 1-June 30)	$ 94	$ 66	$ 160
(July 1-August 31)	$ 138	$ 66	$ 204
Westchester	$ 136	$ 71	$ 207

The standard allowance for locations not specifically listed is $123 ($77 lodging and $46 meals and incidental expenses) for Fiscal Year 2011-2012. The above rates are those which are in effect as of October 2011 and are for informational purposes only (please refer to www.osc.state.ny.us/agencies/travel/reimbrate for the most accurate rates).

Appendix VI - Salary Schedule
Effective March 31, 2011 (Administrative) and April 7, 2011 (Institutional)

SG	HR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	JOB RATE	INCR
1	22041	22785	23529	24273	25017	25761	26505	27249	744
2	22883	23663	24443	25223	26003	26783	27563	28343	780
3	24025	24840	25655	26470	27285	28100	28915	29730	815
4	25074	25937	26800	27663	28526	29389	30252	31115	863
5	26274	27178	28082	28986	29890	30794	31698	32602	904
6	27744	28683	29622	30561	31500	32439	33378	34317	939
7	29278	30263	31248	32233	33218	34203	35188	36173	985
8	30928	31951	32974	33997	35020	36043	37066	38089	1023
9	32653	33722	34791	35860	36929	37998	39067	40136	1069
10	34521	35642	36763	37884	39005	40126	41247	42368	1121
11	36523	37700	38877	40054	41231	42408	43585	44762	1177
12	38612	39830	41048	42266	43484	44702	45920	47138	1218
13	40903	42177	43451	44725	45999	47273	48547	49821	1274
14	43270	44596	45922	47248	48574	49900	51226	52552	1326
15	45781	47163	48545	49927	51309	52691	54073	55455	1382
16	48346	49792	51238	52684	54130	55576	57022	58468	1446
17	51067	52595	54123	55651	57179	58707	60235	61763	1528
18	54018	55614	57210	58806	60402	61998	63594	65190	1596
19	56912	58587	60262	61937	63612	65287	66962	68637	1675
20	59889	61630	63371	65112	66853	68594	70335	72076	1741
21	63101	64924	66747	68570	70393	72216	74039	75862	1823
22	66484	68389	70294	72199	74104	76009	77914	79819	1905
23	70038	72026	74014	76002	77990	79978	81966	83954	1988
24	73850	75908	77966	80024	82082	84140	86198	88256	2058
25	77931	80080	82229	84378	86527	88676	90825	92974	2149

Salary Schedule
Effective March 29, 2012 (Administrative) and April 5, 2012 (Institutional)

SG	HR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	JOB RATE	INCR
1	22041	22785	23529	24273	25017	25761	26505	27249	744
2	22883	23663	24443	25223	26003	26783	27563	28343	780
3	24025	24840	25655	26470	27285	28100	28915	29730	815
4	25074	25937	26800	27663	28526	29389	30252	31115	863
5	26274	27178	28082	28986	29890	30794	31698	32602	904
6	27744	28683	29622	30561	31500	32439	33378	34317	939
7	29278	30263	31248	32233	33218	34203	35188	36173	985
8	30928	31951	32974	33997	35020	36043	37066	38089	1023
9	32653	33722	34791	35860	36929	37998	39067	40136	1069
10	34521	35642	36763	37884	39005	40126	41247	42368	1121
11	36523	37700	38877	40054	41231	42408	43585	44762	1177
12	38612	39830	41048	42266	43484	44702	45920	47138	1218
13	40903	42177	43451	44725	45999	47273	48547	49821	1274
14	43270	44596	45922	47248	48574	49900	51226	52552	1326
15	45781	47163	48545	49927	51309	52691	54073	55455	1382
16	48346	49792	51238	52684	54130	55576	57022	58468	1446
17	51067	52595	54123	55651	57179	58707	60235	61763	1528
18	54018	55614	57210	58806	60402	61998	63594	65190	1596
19	56912	58587	60262	61937	63612	65287	66962	68637	1675
20	59889	61630	63371	65112	66853	68594	70335	72076	1741
21	63101	64924	66747	68570	70393	72216	74039	75862	1823
22	66484	68389	70294	72199	74104	76009	77914	79819	1905
23	70038	72026	74014	76002	77990	79978	81966	83954	1988
24	73850	75908	77966	80024	82082	84140	86198	88256	2058
25	77931	80080	82229	84378	86527	88676	90825	92974	2149

Salary Schedule
Effective March 28, 2013 (Admin.) and April 4, 2013 (Inst.)

SG	HR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	JOB RATE	INCR
1	22041	22785	23529	24273	25017	25761	26505	27249	744
2	22883	23663	24443	25223	26003	26783	27563	28343	780
3	24025	24840	25655	26470	27285	28100	28915	29730	815
4	25074	25937	26800	27663	28526	29389	30252	31115	863
5	26274	27178	28082	28986	29890	30794	31698	32602	904
6	27744	28683	29622	30561	31500	32439	33378	34317	939
7	29278	30263	31248	32233	33218	34203	35188	36173	985
8	30928	31951	32974	33997	35020	36043	37066	38089	1023
9	32653	33722	34791	35860	36929	37998	39067	40136	1069
10	34521	35642	36763	37884	39005	40126	41247	42368	1121
11	36523	37700	38877	40054	41231	42408	43585	44762	1177
12	38612	39830	41048	42266	43484	44702	45920	47138	1218
13	40903	42177	43451	44725	45999	47273	48547	49821	1274
14	43270	44596	45922	47248	48574	49900	51226	52552	1326
15	45781	47163	48545	49927	51309	52691	54073	55455	1382
16	48346	49792	51238	52684	54130	55576	57022	58468	1446
17	51067	52595	54123	55651	57179	58707	60235	61763	1528
18	54018	55614	57210	58806	60402	61998	63594	65190	1596
19	56912	58587	60262	61937	63612	65287	66962	68637	1675
20	59889	61630	63371	65112	66853	68594	70335	72076	1741
21	63101	64924	66747	68570	70393	72216	74039	75862	1823
22	66484	68389	70294	72199	74104	76009	77914	79819	1905
23	70038	72026	74014	76002	77990	79978	81966	83954	1988
24	73850	75908	77966	80024	82082	84140	86198	88256	2058
25	77931	80080	82229	84378	86527	88676	90825	92974	2149

Salary Schedule
Effective March 27, 2014 (Admin.) and April 3, 2014 (Inst.)

SG	HR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	JOB RATE	INCR
1	22482	23241	24000	24759	25518	26277	27036	27795	759
2	23341	24137	24933	25729	26525	27321	28117	28913	796
3	24506	25337	26168	26999	27830	28661	29492	30323	831
4	25575	26455	27335	28215	29095	29975	30855	31735	880
5	26799	27721	28643	29565	30487	31409	32331	33253	922
6	28299	29257	30215	31173	32131	33089	34047	35005	958
7	29864	30869	31874	32879	33884	34889	35894	36899	1005
8	31547	32590	33633	34676	35719	36762	37805	38848	1043
9	33306	34396	35486	36576	37666	38756	39846	40936	1090
10	35211	36354	37497	38640	39783	40926	42069	43212	1143
11	37253	38454	39655	40856	42057	43258	44459	45660	1201
12	39384	40626	41868	43110	44352	45594	46836	48078	1242
13	41721	43020	44319	45618	46917	48216	49515	50814	1299
14	44135	45488	46841	48194	49547	50900	52253	53606	1353
15	46697	48107	49517	50927	52337	53747	55157	56567	1410
16	49313	50788	52263	53738	55213	56688	58163	59638	1475
17	52088	53647	55206	56765	58324	59883	61442	63001	1559
18	55098	56726	58354	59982	61610	63238	64866	66494	1628
19	58050	59759	61468	63177	64886	66595	68304	70013	1709
20	61087	62863	64639	66415	68191	69967	71743	73519	1776
21	64363	66222	68081	69940	71799	73658	75517	77376	1859
22	67814	69757	71700	73643	75586	77529	79472	81415	1943
23	71439	73467	75495	77523	79551	81579	83607	85635	2028
24	75327	77426	79525	81624	83723	85822	87921	90020	2099
25	79490	81682	83874	86066	88258	90450	92642	94834	2192

Salary Schedule
Effective March 26, 2015 (Admin.) and April 2, 2015 (Inst.)

SG	HR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	JOB RATE	INCR
1	22932	23706	24480	25254	26028	26802	27576	28350	774
2	23808	24620	25432	26244	27056	27868	28680	29492	812
3	24996	25844	26692	27540	28388	29236	30084	30932	848
4	26087	26985	27883	28781	29679	30577	31475	32373	898
5	27335	28275	29215	30155	31095	32035	32975	33915	940
6	28865	29842	30819	31796	32773	33750	34727	35704	977
7	30461	31486	32511	33536	34561	35586	36611	37636	1025
8	32178	33242	34306	35370	36434	37498	38562	39626	1064
9	33972	35084	36196	37308	38420	39532	40644	41756	1112
10	35915	37081	38247	39413	40579	41745	42911	44077	1166
11	37998	39223	40448	41673	42898	44123	45348	46573	1225
12	40172	41439	42706	43973	45240	46507	47774	49041	1267
13	42555	43880	45205	46530	47855	49180	50505	51830	1325
14	45018	46398	47778	49158	50538	51918	53298	54678	1380
15	47631	49069	50507	51945	53383	54821	56259	57697	1438
16	50299	51804	53309	54814	56319	57824	59329	60834	1505
17	53130	54720	56310	57900	59490	61080	62670	64260	1590
18	56200	57861	59522	61183	62844	64505	66166	67827	1661
19	59211	60954	62697	64440	66183	67926	69669	71412	1743
20	62309	64120	65931	67742	69553	71364	73175	74986	1811
21	65650	67546	69442	71338	73234	75130	77026	78922	1896
22	69170	71152	73134	75116	77098	79080	81062	83044	1982
23	72868	74937	77006	79075	81144	83213	85282	87351	2069
24	76834	78975	81116	83257	85398	87539	89680	91821	2141
25	81080	83316	85552	87788	90024	92260	94496	96732	2236

APPENDIX VII
ARTICLE 22 EMPLOYMENT SECURITY
A. REDEPLOYMENT PROCESS AND PROCEDURES

This process and procedure is developed to support the provisions of Article 22 regarding the redeployment of permanent employees impacted by the State's right to contract out for goods and services.

It is the State's intent to redeploy employees affected to the maximum extent possible in instances where the positions will be eliminated as a result of the contracting out for goods and services. All agencies will work cooperatively to ensure that every opportunity to redeploy is explored. Employees will be flexible in considering redeployment alternatives.

(1) General Redeployment Rules and Definitions

(a) Rules

1.a. All employees whose functions will be contracted out will be placed on a redeployment list with the employees' eligibility remaining in effect until the employee is redeployed, exercises his or her displacement or reemployment rights, or is separated pursuant to the provisions of Article 22.1. However, such list, established pursuant to the intended contracting out of the specific function, will expire when all employees on that list are either redeployed, exercise their displacement or reemployment rights, or are separated pursuant to Article 22.1. In the event that not all employees in an affected title in a layoff unit must be redeployed, eligibility for retention shall be based on seniority as defined in Section 80 and 80-a of the Civil Service Law, except that employees in such affected titles may voluntarily elect to be redeployed. In the event that more employees elect redeployment than can be accommodated, eligibility for redeployment shall be in order of seniority as defined in Section 80 and 80-a of this law. The names of persons on a redeployment list shall be certified for redeployment in order of seniority.

b. Should an employee not be redeployed prior to separation, that employee shall continue on a redeployment list after separation for a period not to exceed six months or until the employee is redeployed or exercises his/her reemployment rights.

A redeployment list comprised of separated employees shall be certified to positions occupied by non-permanent employees pur-

suant to Civil Service procedures, prior to the certification of other reemployment lists.

It is anticipated that, based on Civil Service practice, redeployment lists will be certified against non-permanent appointees within 30-45 days of separation.

2. Redeployment under the terms of Article 22 shall not be used for disciplinary reasons.

3. The State shall make its best efforts to arrange with other non-executive branch agencies, authorities and other governmental entities to place redeployed personnel should redeployment in the classified service not be possible.

4. A vacancy in any State department or agency shall not be filled by any other means, except by redeployment, until authorized by the Department of Civil Service. Agencies with authority to fill vacancies will be required to use the redeployment list provided by the Department of Civil Service to fill vacancies.

5. Employees offered redeployment shall have at least five (5) working days to accept or decline the offer.

6. Full-time employees will be redeployed to full-time assignments and part-time employees will be redeployed to part-time assignments, unless the employees volunteer otherwise.

7. Redeployment opportunities within ASU, ISU, OSU and DMNA shall first be offered to affected employees in the units. Exceptions to this section may be agreed to by the Employment Security Committee.

8. There shall be the following types of redeployment:

a. Primary redeployment shall mean redeployment to the employee's current title or a title determined by the Department of Civil Service to have substantially equivalent tests, qualifications or duties. Comparability determinations shall be as broad as possible and will include consideration of the professional licenses or educational degrees required of the incumbents of the positions to be contracted out.

b. Secondary redeployment shall be to a title for which the employee qualifies by virtue of his or her own background and qualifications. Participation shall not be mandatory for either party. If an individual employee is interested in secondary redeployment, the State shall work with that employee to identify suitable available positions and arrange for placements. Should the Department of Civil Service determine that an employee can be certified for appointment to a particular job title, such employee shall be placed on the appropriate reemployment roster immediately upon such determination. Appointments from such reemployment rosters shall be governed by Civil Service Law. The State shall make its best efforts to identify suitable available positions and arrange for placements. Secondary redeployment shall not be considered until primary redeployment alternatives are fully explored.

c. Employees not successfully redeployed through their primary and secondary redeployment options may be temporarily appointed to positions in which they are expected to be qualified for permanent appointment within nine months. At the discretion of the appointing authority and the Department of Civil Service, this period may extend to one year. Participation shall not be mandatory for either party.

When the employee completes the necessary qualification(s) for the position, such employee shall be permanently appointed to the position pursuant to Civil Service Law, Rules and Regulations.

If the employee fails to complete the required qualification(s) for the position, fails the required probation, or is otherwise not appointable, the employee's transition benefits shall be subject to the provisions of subsection 14(d) below.

In the event an employee completes the qualification(s) but is unappointable because of the existence of a reemployment list, that employee shall be placed on the reemployment roster for the title in question.

If the trainee employee is appointed pursuant to the foregoing to a higher level position, the employee shall retain his/her present salary while in a trainee capacity.

If the trainee employee is appointed pursuant to the foregoing to a lower level position, a trainee salary rate appropriate to the new position will be determined at the time of appointment.

d. Employees who are redeployed to comparable titles or through secondary redeployment in a lower salary grade shall be placed on reemployment lists.

9. Agencies with employees to be redeployed shall notify the Department of Civil Service of the name, title and date of appointment of affected employees at least 90 days' prior to the effective date of the

contract for goods and services which makes redeployment necessary. If more than 90 days' notice is possible, such notice shall be provided. Agencies shall be responsible for managing the redeployment effort in conjunction with the Department of Civil Service. Employees to be redeployed shall be notified by their agency at the same time as the agency notifies the Department of Civil Service.

10. Redeployment to current or comparable titles shall be accomplished without loss to the redeployed employee of compensation, seniority or benefits (except as affected by new bargaining unit designations). Future increases in compensation of employees redeployed to comparable titles shall be determined by the position to which the employee is redeployed. Subsequently negotiated salary increases shall not permit an employee to exceed the second longevity step of the new position.

11. Salary upon secondary redeployment shall be that appropriate for the salary grade to which the employee is redeployed, as calculated by the Office of the State Comptroller and/or the Director of Classification and Compensation, as appropriate.

12. An employee may elect redeployment to any county in New York State, but the employee may not decline primary redeployment in his/her county of residence, or county of current work location. Such declination will result in separation without the transition benefits of Article 22.1(b) of the Agreement.

13. Any fees required by the Agency or the Department of Civil Service upon the redeployment of an employee shall be waived. Redeployed employees who qualify for moving expenses under the State Finance Law Section 202 and the regulations thereunder shall be entitled to payment at the rates provided for in the Rules of the Director of the Budget 9 NYCRR Part 155.

14. Probation

a. Permanent non-probationers redeployed to positions in their own title or to titles for which they would not be required to serve a probationary period under Civil Service Law and Rules shall not be subject to further probation.

b. Probationers redeployed to positions in their own title shall serve the balance of their probationary period in the new agency.

c. Employees redeployed to comparable titles for which they would be required to serve a probationary period under applicable Civil Service Law and Rules or under secondary redeployment shall be subject to a probationary period in accordance with the Rules for the Classified Service.

d. Employees who fail probation shall be eligible for layoff and preferred list rights in their original titles. Additionally, such employees who fail probation shall have an opportunity to select either the transition benefit of an Educational Stipend as set forth in Appendix VIII(B), or the Severance Option as provided for in Appendix VIII(C). The value of the salary earned during the redeployed employee's probation (or in connection with 8(c) above) shall be subtracted from the value of the transition benefit, VIII(B) or VIII(C), chosen by the employee.

(b) Definitions

1. Seniority shall be determined by Section 80 of the Civil Service Law for competitive class employees and by Article 20.1 of the Agreement for non-competitive and labor class employees.

2. In the event that two or more employees have the same seniority date, the employee with the earliest seniority date in an affected title shall be deemed to have the greater seniority. Further tie breaking procedures shall be developed by the Committee and applied consistently.

(2) Role of the Employment Security Committee

The Committee shall meet at least bimonthly to discuss open issues related to the redeployment process. Such issues shall include, but not be limited to: comparability determinations; vacancy availability; information sharing in hiring and redeployment; dispute resolution; Civil Service layoff procedures; hardship claims from individual employees in the redeployment process. The Committee shall also explore the viability of expanding the redeployment concept to other reduction in force situations.

(3) Grievability and Dispute Resolution

a. The application of terms of the Appendix shall be grievable only up to Step III of the provisions of Article 34 (Grievance and Arbitration Procedure).

b. Disputes raised to the Step III level will be reviewed by the Employment Security Committee for attempted resolution. If a decision must eventually be rendered and no resolution is agreed to, the decision shall be issued pursuant to the procedures outlined in Article 34.1(b).

B. EDUCATION STIPEND

(1) Eligibility

a. The Education Stipend shall solely apply to permanent employees who are eligible as per Article 22.1, who have agreed to accept the terms as set forth herein and have been notified of their acceptance by the State.

b. Employees who have exercised one of the options described in Section 22.1(b)(ii), (iii) of the Agreement and related Appendices shall be ineligible for the Education Stipend set forth herein.

(2) Stipend

An employee may elect to receive an Education Stipend for full tuition and fees at an educational institution or organization of the employee's choosing to pursue course work or training offered by such institution or organization provided, however, that the employee meets the entrance and/or course enrollment requirements. The maximum stipend cannot exceed the one year (two semesters) SUNY tuition maximum for Resident Graduate Students. Such tuition will be paid by the State directly to the institution in which the employee is pursuing course work, subject to certification of payment by the agency.

(3) Health Insurance

A permanent affected employee who elects the Education Stipend and is separated, 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 separation or until reemployment by the State or employment by another employer, whichever occurs first.

(4) Grievability and Dispute Resolution

a. The application of terms of the Appendix shall be grievable only up to Step III of the provisions of Article 34 (Grievance and Arbitration Procedure).

b. Disputes raised to the Step III level will be reviewed by the Employment Security Committee for attempted resolution. If a decision must eventually be rendered and no resolution is agreed to, the decision shall be issued pursuant to the procedures outlined in Article 34.1(b).

C. SEVERANCE OPTION

(1) Definitions

a. The terms "affected employee" and "affected employees" shall refer to those employees of the State of New York who are represented

by the Civil Service Employees Association, Inc. and who are subject to redeployment pursuant to provisions of Article 22.1, unless otherwise indicated herein.

b. The term "Service" shall mean an employee's State service as would be determined by the Retirement System, regardless of jurisdictional class or Civil Service status.

(2) Eligibility

a. The severance benefits provided by this Severance Option shall apply solely to permanent employees who are eligible pursuant to §22.1, and

b. who have agreed to accept the terms as set forth herein; have been notified of their acceptance by the State; have executed a Severance Agreement; and are subject further to the limitations set forth in §2.c. below.

c. Employees who have declined a primary redeployment opportunity in county of residence, or county of work location or exercise one of the options described in Article 22.1(b)(i) or (iii) shall be ineligible for the severance benefits set forth in this Severance Option.

(3) Payment Schedule

a. Other than those covered under b. below, all affected employees with at least six (6) months, but less than one year of service are eligible to receive $2,000 or two weeks' base pay, whichever is greater.

Each additional year of service will result in a $600 increase per year to a maximum of $15,000. However, employees in the following categories will receive the amount specified if that amount exceeds that which would be otherwise payable:

One year of service, but less than three years of service.	4 Weeks of Base Pay
Three years of service, but less than five years of service.	6 Weeks of Base Pay

Five years of service, but less than ten years of service.	8 Weeks of Base Pay
Ten years of service, but less than fifteen years of service.	10 Weeks of Base Pay
Fifteen years of service, but less than twenty years of service.	12 Weeks of Base Pay
Twenty or more years of service.	14 Weeks of Base Pay

b. Affected employees 50 years of age or over may choose the schedule in (a) above or the following at their option:

• employees with 10 years of service, but less than 15 are eligible to receive 20 percent of base annual salary;

• employees with 15 years of service, but less than 20 are eligible to receive 30 percent of base annual salary;

• employees with 20 years of service, but less than 25 are eligible to receive 40 percent of base annual salary;

• employees with 25 years of service or more are eligible to receive 50 percent of base annual salary.

(4) Payment Conditions

a. All payments made to affected employees under the Severance Option shall be reduced by such amounts as are required to be withheld with respect thereto under all federal, state and local tax laws and regulations and any other applicable laws and regulations. In addition, the severance payment made pursuant to §3 of this Severance Option shall not be considered as part of salary or wages for the purposes of determining State and member pension contributions and for the purposes of computing all benefits administered by the New York State Employees' Retirement System.

b. All payments made to affected employees under this Severance Option are considered to be one-time payments and shall not

be pensionable. Each affected employee must execute a Severance Agreement (sample hereto) prior to separation from State service in order to be eligible to receive said payment.

c. In no event shall an affected employee who returns to State service receive severance pay in an amount that would exceed that which he or she would otherwise have received as base annual salary during the period of separation from State service. Should the amount of severance pay exceed the amount of base annual pay otherwise earned during the period of separation from State service, said employee shall repay the difference pursuant to the following rules:

i. Any affected employee who resumes State service shall repay such excess payments received within one (1) year of the employee's return to payroll, by payroll deductions in equal amounts.

ii. Nothing in this §4.c. shall affect the State's right to recover the full amount of the monetary severance payment by other lawful means if it has not recovered the full amount by payroll deduction within the time periods set forth herein.

(5) Grievability and Dispute Resolution

a. The application of terms of the Appendix shall be grievable only up to Step III of the provisions of Article 34 (Grievance and Arbitration Procedure).

b. Disputes raised to the Step III level will be reviewed by the Employment Security Committee for attempted resolution. If a decision must eventually be rendered and no resolution is agreed to, the decision shall be issued pursuant to the procedures outlined in Article 34.1(b).

(6) Health Insurance

A permanent affected employee who elects the severance option and is separated, shall continue to be covered under the State's Health Insurance Plan at the same contribution rate as an active employee for one year following such separation or until reemployment by the State or employment by another employer, whichever occurs first.

(7) Savings Clause

If any provision of this Severance Option is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific

provision or part thereof specified in such decision shall be of no force and effect, but the remainder of this Severance Option shall continue in full force and effect.

APPENDIX VIII
MANDATORY ALTERNATE DUTY POLICY MEMORANDUM OF UNDERSTANDING

A. Mandatory Alternate Duty Policy

As provided in the 2007-2011 negotiated Agreements between the State and CSEA, and continued in this Agreement, employees who sustain workers' compensation disabilities as defined in Article 11 on or after July 1, 2008, shall receive the workers' compensation benefit provided by law as described in Article 11 of the Agreement. In the interest of returning employees to duty as soon as possible and in recognition of the fact that the statutory wage replacement benefit may be reduced in proportion to the employee's reduced percentage of disability as the recovery process goes on, the State and CSEA have agreed to institute a Mandatory Alternate Duty Program described herein.

This program is designed to assist employees in returning to work prior to resumption of full job duties and to enable agency management to utilize the capabilities of those employees who would otherwise be unable to return to duty. (The term mandatory as used herein means that [a] an employee who meets the eligibility criteria and requests a mandatory alternate duty assignment must be offered a mandatory alternate duty assignment or the employee must be compensated as provided below, or [b] an employee who meets the eligibility criteria can be ordered by management to return to a mandatory alternate duty assignment.)

B. Eligibility

To qualify for participation in the Mandatory Alternate Duty Program, an employee must meet the following criteria:

1. be classified as partially disabled at 50 percent or less by the State Insurance Fund (SIF); and

2. have a prognosis of full recovery (defined as the ability to perform the full duties of the job in which the employee was injured) within 60 calendar days (defined as 60 calendar days prior to the date of full recovery given by the examining physician).

These medical findings may occur in the course of an examination by an SIF consulting physician, or by the employee's attending physician, or in connection with a management-ordered medical evaluation. (Refer to "Medical Documentation" below).

An employee meeting these eligibility criteria may request his/her agency to develop an alternate duty assignment. Such request can be submitted at any time between the date of full recovery specified in the medical documentation and 80 calendar days prior to that date. However, in no instance may the mandatory alternate duty assignment begin earlier than 60 calendar days prior to the date of full recovery provided by the examining physician. For any such employee who meets the eligibility criteria set forth above, as determined on the basis of medical documentation satisfactory to management, the appointing authority is required to take one of the following actions:

1. offer the employee a mandatory alternate duty assignment for up to 60 calendar days which takes into account the employee's physical limitations; or

2. where a mandatory alternate duty assignment cannot be provided, arrange for the employee to receive a supplement equal to the difference between that employee's full statutory benefit rate based on 100 percent disability and the partial disability statutory benefit rate paid to that employee by the SIF. This supplement is payable for the period the mandatory alternate duty assignment would have been expected to last, not to exceed 60 calendar days.

If a qualified employee does not request an alternate duty assignment, agency management may direct the employee to return to work on an alternate duty basis. Such alternate duty assignment shall be for up to 60 calendar days and shall take into account the employee's physical limitations.

The employee who accepts a mandatory alternate duty assignment is entitled to receive his/her regular full salary for the period of the mandatory alternate duty assignment. Where an employee declines a mandatory alternate duty assignment, the employee will be referred to the SIF for an appropriate benefit determination. Employees who neither request nor are ordered to return to work continue to receive wage replacement benefits from the SIF in accordance with the Workers' Compensation Law.

C. Medical Documentation

Medical documentation submitted to support an employee's participation in the Mandatory Alternate Duty Program must be satisfactory to management. This documentation should contain the following information: a statement that the employee is 50 percent or less disabled, an estimated date of full recovery that is within 80 calendar days of the date of the medical examination, and a statement of the physical limitations which need to be taken into consideration in developing the employee's mandatory alternate duty assignment. This documentation may be provided by a SIF or other State-selected physician or by the employee's attending physician or be a combination of information from these sources.

All medical documentation should be treated confidentially and great care should be exercised to protect employees against the indiscriminate dissemination or use of the medical information it contains. However, appropriate agency staff are entitled to have access to the medical information related to an employee's physical limitations to the extent it is necessary (1) to evaluate the employee's ability to participate in the Mandatory Alternate Duty Program and (2) to develop an appropriate assignment.

In certain instances, agency management will need additional medical information beyond the original documentation regarding an employee's participation in the Mandatory Alternate Duty Program. This need usually can be met by requesting more detailed information from the examining physician. Occasionally, agencies may need to have the employee examined by a physician selected by management. In those cases where agency management feels the need to have the employee examined by a physician selected by management, the agency shall make a reasonable effort to complete a medical examination within 20 calendar days from receipt of the employee's request for a mandatory alternate duty assignment.

When agency management fails to complete the medical examination and reach a decision regarding the employee's eligibility for an alternate duty assignment within the 20 calendar day period, the employee shall receive a supplement equal to the difference between the employee's full 100 percent disability statutory benefit rate and the partial statutory benefit rate being paid to the employee by the

SIF until the examination is completed and a decision made. This provision shall not apply where the failure of the agency-selected physician to complete the medical examination is attributable to the employee's failure to appear for the examination, the employee's refusal to allow it to be held, or the employee's refusal to cooperate or provide the necessary documentation.

If, following this examination, the agency's physician does not find the employee eligible to participate in the Mandatory Alternate Duty Program, the employee will be referred to the SIF for an appropriate benefit determination.

The issue of medical documentation is not reviewable under Article 34 of the Agreement.

D. Development of Mandatory Alternate Duty Assignments

A mandatory alternate duty assignment, to constitute a valid offer, must be reflective of the employee's physical limitations and may involve performance of some duties of the employee's regular position, or some duties of another existing position or a composite of tasks from several positions. Through a review of past workers' compensation experience, agencies may be able to develop an inventory of potential alternate duty assignments or tasks. However, agencies are expected to make every effort to tailor any mandatory alternate duty assignment to the employee's specific limitations and individual capabilities.

An offer of mandatory alternate duty assignment to an employee should include the following:

(a) description of proposed alternate duties

(b) location of assignment

(c) work hours and workweek

(d) supervisor

(e) starting date (no earlier than 60 calendar days prior to the anticipated date of full recovery) and ending date (the anticipated date of full recovery).

The specifications in the offer will be based on the medical documentation accepted by management.

If an eligible employee believes that some element of the proposed mandatory alternate duty assignment constitutes a personal hardship, he/she may express the claim of hardship to the appropri-

ate agency official. Such claim of hardship will be considered by the agency official and responded to in writing with a copy to CSEA prior to the proposed beginning date of the mandatory alternate duty assignment or as soon thereto as possible. This response shall be considered dispositive of the matter.

As stipulated in the Agreement, management has the authority to make mandatory alternate duty assignments to tasks that can be performed by the employee which may not necessarily fall within the employee's regular salary grade, title series or job duties and are not considered violations of either Article 24 or Section 61.2 of the Civil Service Law. Also, such assignments are not considered violations of Articles 44 or 45 of the agreements since mandatory alternate duty assignments exist outside the posting and bidding process. Additionally, when developing an assignment, management is not restricted to the employee's former work location, work schedule, or workweek and such conditions of the assignment are not considered violations of Article 32. Once a complete mandatory alternate duty assignment is established for the period required, the provisions of Article 32 cover the employee while he/she is working in the assignment.

Management is expected to accommodate the employee as much as possible and exercise sound judgment and consistency in the development of mandatory alternate duty assignments. Agency management will discuss, clarify and review the proposed mandatory alternate duty assignment with the employee and will discuss any changes in that assignment that become necessary during the course of the assignment prior to the change taking place. It is not the intent of this policy, however, to in any way entitle an affected employee to negotiate his/her mandatory alternate duty assignment with agency management.

The provisions of this program including, for example, the nature of alternate duty assignments and the review of personal hardship situations, are appropriate subjects for labor/management discussions.

E. Expiration of Mandatory Alternate Duty Assignments

When an employee's mandatory alternate duty assignment expires, the employee will be found able to perform the full duties of

his/her regular position in most cases and will return to full duty. If not sufficiently recovered, however, the employee is either returned to being covered by the Workers' Compensation statute (and will receive a wage replacement benefit reflective of the employee's level of disability) or may request a discretionary extension of the mandatory alternate duty assignment. (See "Extension of Mandatory Alternate Duty Assignments" below.)

Nothing in this policy abrogates management's rights to have the employee examined by a physician selected by management as a condition of allowing the employee to return to full duties. In other words, the fact that there was an initial prognosis accepted by management of ability to perform the full duties of the employee's regular job on a specific date does not make return to full duty at the end of the mandatory alternate duty assignment on that date automatic.

F. Extension of Mandatory Alternate Duty Assignments

There may be exceptional cases where employees who qualified for and participated in the Mandatory Alternate Duty Program and whose mandatory alternate duty assignment has expired do not fully recover within the specified period. Since their alternate duty assignments automatically expire, these employees may request and management may elect to continue the assignments on a discretionary basis beyond the established ending date. Such extensions are subject to the terms and conditions of this program and are solely at management's discretion based on submission of additional medical documentation satisfactory to management. Extensions will be granted only for very limited time periods, for example, in single payroll period blocks and only when supported by satisfactory medical documentation.

G. Termination of Mandatory Alternate Duty Assignments

An alternate duty assignment may be terminated prior to its expiration if it is determined, based on medical documentation satisfactory to management, that the employee is able to return to full duties earlier than the original prognosis had indicated. In exceptional cases, management may determine that a mandatory alternate duty assignment in progress is not successful. In that instance, management may elect to modify the mandatory alternate duty assignment to improve the prospects for success. Such changes should be dis-

cussed with the employee prior to being implemented. Alternatively, management may rescind the mandatory alternate duty assignment, in which case management is required to provide the employee with a supplement equal to the difference between the employee's full 100 percent statutory benefit rate and the partial disability benefit rate paid to that employee by the SIF. Such supplement will not be paid beyond the point the mandatory alternate duty assignment would have expired.

APPENDIX IX
COUNSELING

Counseling is an effort on the part of a supervisor to provide to an employee, positively or negatively, significant feedback regarding on-the-job activity. It is meant to be a positive communication device, clarifying what has occurred and what is expected. Counseling is not disciplinary, having constructive goals, such as assisting in employee development, or teaching or modifying behavior. It involves face-to-face contact and out of respect to the employee and the process, must be conducted in private.

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

Any grievances regarding counseling are grievable only to the extent provided by Article 18 of the Agreement.

APPENDIX X
LEAVE DONATION

This Appendix describes the leave donation program applicable to employees of the CSEA Bargaining Units. Detailed guidelines on program administration are contained in Attendance and Leave Manual Appendix H.

Program Description

The intent of the Leave Donation Program is to provide a means of assisting employees who, because of long-term personal illness, have exhausted their accrued leave credits and would otherwise be subject to a severe loss of income during a continuing absence from work. This Appendix extends the current provisions of the Leave Donation Program.

Eligibility Criteria - Donors

In order to donate vacation credits an employee of this unit must:

• have a minimum vacation balance of at least ten days after making the donation, based on the donor's work schedule. Vacation credits which would otherwise be forfeited may not be donated.

• donor identity is kept strictly confidential.

Eligibility Criteria - Recipients

In order to receive donated leave credits, an employee of this unit must:

• be subject to the Attendance Rules or otherwise eligible to earn leave credits;

• be absent due to a non-occupational personal illness or disability for which medical documentation satisfactory to management is submitted as required;

• have exhausted all leave credits;

• be expected to continue to be absent for at least two bi-weekly payroll periods following exhaustion of leave credits or sick leave at half-pay;

• must not have had any disciplinary actions or unsatisfactory performance evaluations within the employee's last three years of State employment.

Donation to and from Employees in Other Units

Employees of this Unit may participate in the voluntary donation or receipt of accrued vacation credits with employees of other bargaining units or those designated M/C subject to the following conditions:

Vacation credits may only be donated, received, or credited between employees who are deemed eligible to participate in an authorized leave donation program, provided that there are simultaneously in effect a Leave Donation Exchange Memorandum of Agreement

between the Governor's Office of Employee Relations and the employee organizations representing both the proposed recipient and the proposed donor, or applicable attendance rules for managerial or confidential employees, that authorize such donations.

The donations are governed by the provisions of the program applicable to the donor; receipt, crediting and use of donations are governed by the provisions of the program applicable to the recipient.

Restrictions on Donations

Only vacation credits which would not otherwise be forfeited may be donated. Credits must be donated in full-day units (7.5 or 8 hours). There is no limit on the number of times an eligible donor may make donations. Donated credits not used by recipients are returned to the donor, provided the donor is employed in the same agency as the recipient. Donated credits from employees outside the agency will NOT be returned.

There is no maximum number of days which a recipient employee may accept, provided, however, that donated credits cannot be used to extend employment beyond the point it would otherwise end by operation of law, rule or regulation. There is no maximum number of donors from whom an eligible employee may accept donations.

An employee's continuing eligibility to participate in this program must be reviewed by the agency personnel office at least every 30 days and more frequently if appropriate, based on current standards as to what constitutes satisfactory medical documentation.

Use of Donated Credits

Donated credits may be used, at the employee's option, in full-day units after exhaustion of all leave credits and prior to sick leave at half-pay or in either full or half-day units after exhaustion of sick leave at half-pay.

An employee who opts to use donated credits prior to sick leave at half-pay is permitted to again participate in this program following exhaustion of sick leave at half-pay. Use in full or half-day units is based on the recipient employee's work schedule.

Donations made across agency lines shall be used prior to donations made within the agency.

Status of Recipient Employees

Recipient employees are deemed to be in leave without pay status for attendance and leave purposes while charging donated leave credits. They do not earn bi-weekly accruals or observe holidays, nor do they receive personal leave or vacation bonus days if their anniversary dates fall while using donated leave credits. Time charged to donated leave credits does not count as service for earning additional eligibility for sick leave at half-pay.

Employees using donated leave receive retirement service credit for days in pay status.

Health insurance premiums, retirement contributions and other payroll deductions continue to be withheld from the employee's paycheck so long as the check is of an amount sufficient to cover these deductions.

Solicitations

Donations may be solicited by the recipient employee, on his or her behalf by coworkers or by local union representatives. The employing agency may not solicit donations on the employee's behalf.

Administrative Issues

The employing department or agency is responsible for verifying medical documentation, reviewing eligibility requirements, approving and processing donations, confirming employee acceptance of donations and transferring credits. This program is not subject to the grievance procedure contained in this Agreement.

For purposes of this Appendix, family shall be defined as any relative or any relative-in-law regardless of place of residence, or any person with whom the employee makes his or her home.

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 2012, 2013, 2014, 2015 and 2016. 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, 2016 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 2011-2016 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 Year 2012

Full-time employees who enroll in this portion of the program will forfeit a total of 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 $500 or $1,000 to be applied toward the employee share of NYSHIP premiums deducted from biweekly paychecks issued between January 1, 2012 or as soon as practicable thereafter and December 31, 2012.

Calendar Year 2013

• (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, 2013.

• (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 2.25 or 4.5 days of annual and/or personal leave standing to their credit at the time of enrollment in return for a credit of up to either $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.

Calendar Year 2014

• (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 a 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.

• (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, 2014.

Calendar Year 2015

• (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 a 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.

• (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, 2015.

Calendar Year 2016

• (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 a 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.

• (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, 2015.

Eligible part-time employees:

• in Grades 1-17 who participate during 2012 and/or 2013 and/or 2014 and/or 2015 and/or 2016 will forfeit a total of 3 or 6 prorated days of annual and/or personal leave per year of participation and receive a prorated credit toward the employee share of their health insurance premiums based on their payroll percentage;

• in Grades 18-24, during 2013 will forfeit a total of 2.25 or 4.25 prorated days of annual and/or personal leave and/or during 2014 and/or 2015 and/or 2016 will forfeit a total of 2 or 4 prorated days of annual and/or personal leave per year of participation and receive a prorated credit toward the employee share of their health insurance premiums based on their payroll percentage.

APPENDIX XII
VOLUNTARY REDUCTION IN WORK SCHEDULE
Program Guidelines
Introduction:

Voluntary Reduction in Work Schedule (VRWS) is a program that allows employees to voluntarily trade income for time off. The VRWS program is available to eligible annual-salaried employees in the Administrative Services Unit (ASU), Operational Services Unit (OSU), Institutional Services Unit (ISU), and Division of Military and Naval Affairs Unit (DMNA). Individual VRWS agreements may be entered into for any number of payroll periods up to a maximum of 26 bi-weekly pay periods in duration and must expire at the end of the last payroll period in the fiscal year.

1. Purposes

a. VRWS provides agencies with a flexible mechanism for allocating staff resources.

b. VRWS permits employees to reduce their work schedules to reflect personal needs and interests.

2. Limitations: Eligibility, Work Schedule Reduction, Term of VRWS

a. Eligibility: This program is available to certain annual-salaried employees in the Administrative Services, Operational Services, Institutional Services and Division of Military and Naval Affairs Units.

(1) Employees are required to be employed to work on a full-time annual salaried basis for a minimum of one bi-weekly payroll period immediately prior to the time of entry into the VRWS Program. Time on paid or unpaid leave from a full-time annual salaried position satisfies this requirement.

and

Employees must remain in a full-time annual salaried position during the term of the VR agreement.

and

Employees must have one continuous year of State service on a qualifying schedule (any schedule which entitled the employee to earn leave credits, not necessarily a full time schedule).

Consistent with the way in which creditable service is counted under the Attendance Rules, separations of less than one year and

periods of leave without pay of any duration are not counted toward the one-year service requirement but do not constitute a break in service. Employees who separate from State service (through resignation, termination, layoff, etc.) for more than one year cannot count service preceding that break in service toward the one-year requirement (unless the employee is reinstated by the Civil Service Commission or Department or appointed while on a preferred list.) Payroll periods of VRWS participation, Sick Leave at Half Pay, or Workers' Compensation Leave and time on the Leave Donation Program will count toward the one-year service requirement.

b. Work Schedule Reduction: Participating employees may reduce their work schedules (and salaries) a minimum of five (5) percent, in five percent increments, up to a maximum of thirty (30) percent.

c. Term of VRWS Program: Effective with the first full bi-weekly payroll period in October, 2000, the VRWS program will commence for employees in the Administrative Services, Operational Services, Institutional Services and Division of Military and Naval Affairs Units.

3. Description of an Employee VRWS Agreement

a. An employee develops a plan for a reduced work schedule.

b. Management reviews and approves the plan as long as it is consistent with operating needs.

c. Jointly agreed plan specifics:

(1) Duration of VRWS agreement which may be up to a maximum of 26 bi-weekly payroll periods with the VRWS agreement expiring the last day of the last payroll period in the fiscal year.

(2) Percentage reduction of work schedule and salary.

(3) Amount of VR time earned in exchange for reduced salary.

(4) Schedule for use of VR time earned. This may be either a fixed schedule, e.g., every Friday, every Wednesday afternoon, an entire month off, etc. or intermittent time off.

(i) An employee's fixed schedule VR time off, once the VRWS schedule has been agreed upon by management, cannot be changed without the consent of the employee except in an emergency. In the event an employee's schedule is changed without his or her consent, the employee may appeal this action through an expedited grievance procedure.

(ii) VR time used as intermittent time off will be subject to scheduling during the term of the VRWS agreement, and will require advance approval by the employee's supervisor.

d. While the VRWS agreement is in effect, the employee will earn and accumulate VR credits in accordance with the percentage reduction in work week, e.g., a 10 percent reduction will result in 7.5 or 8 hours of VR credit earned each payroll period which the employee will charge on his or her scheduled VR absences. If the employee's VRWS schedule calls for one-half day off every Friday afternoon, 3.75 or 4 hours of VR credits will be charged for each Friday. An employee whose VRWS agreement calls for a 10 percent reduction and taking an entire month off will work his or her full 37.5 or 40 hours each week, accrue 7.5 or 8 hours of VR credit each payroll period, and have the accumulated VR credits to use during that month.

e. The employee never goes off the payroll. The employee remains in active pay status for the duration of the agreement and receives pay checks each payroll period at the agreed-upon, temporarily reduced level.

f. The employee will work a prorated share of his or her normal work schedule over the duration of the agreement period.

g. Participation in the VRWS program will not be a detriment to later career moves within the agency or the State.

h. Scheduled non-work time taken in accordance with a VRWS agreement shall not be considered to be an absence for the purpose of application of Section 4.5(f) of the Civil Service Rules governing probationary periods.

4. Time Limits

The employee and management can establish a VRWS agreement on a fiscal year basis of any number of payroll periods in duration from one (1) to twenty-six (26). The VRWS contract expires the last day of the last payroll period in the fiscal year. The VRWS agreement must begin on the first day of a payroll period and end on the last day of a payroll period. VRWS ending balances must be segregated for each fiscal year. The employee and management may, by agreement, discontinue or modify the VRWS agreement if the employee's needs or circumstances change.

5. Time Records Maintenance

a. All VRWS schedules will be based on the crediting and debiting of VR credits on the employee's time card against a regular 37.5 or 40 hour workweek.

b. VR credits earned during an agreement may be carried on the employee's time card past the end of the individual VRWS agreement and past the end of the fiscal year but must be liquidated by the September 30th following the end of the fiscal year in which the individual VRWS agreement expires. VRWS ending balances must be segregated for each fiscal year.

c. There is no requirement that existing paid leave credits (including previously earned and banked VR credits) be exhausted prior to the beginning of the new VRWS agreement. However, agencies should encourage employees to use carried-over VR credits on a priority basis.

6. Advancing of VR Credits: Recovering a VR Credit Debit

a. To accommodate an employee whose VRWS agreement calls for an extended absence during the agreement period, an agency may advance VR credits in an amount not to exceed the number of hours for which the employee is paid in one payroll period.

b. If an employee terminates his or her employment and has a VR debit, the agency shall recover the debit from the employee's lagged salary payment for his or her last payroll period at work.

7. Coordination with Alternative Work Schedules

It is possible to coordinate VRWS agreements with Alternative Work Schedule arrangements when desired by the employee and consistent with operating needs. For example, a VRWS agreement may be combined with four-day week scheduling for a 37.5 hour/week employee by the employee opting for a 10 percent reduction to produce a workweek of 3 days of 8.5 hours and 1 day of 8.25 hours. Such a schedule would generate savings for the employee of commuting expenses, childcare costs, etc. An alternative work schedule which applies to a single employee is considered to be an individualized work schedule and does not require approval through the normal Alternative Work Schedule approval process.

8. Effect on Benefits and Status

The effect of participation in the VRWS program on benefits and status is outlined in Appendix A.

9. Effect on Overtime Payment for Overtime Eligible Employees

Scheduled absences charged to VR credits, unlike absences charged to leave credits, are not the equivalent of time worked for purposes of determining eligibility for overtime payments at premium rates within a workweek. For example, an employee who, under an 80 percent VRWS schedule, works four days, charges the fifth day to VR credits, and is called in to work a sixth day, will not be considered to have worked the fifth day and thus will not be entitled to premium rate payments on the sixth day. Similarly, VR credits earned, banked and charged after the payroll period in which they are earned are not counted in determining eligibility for overtime in the workweek in which they are charged. However, employees who work full time at reduced salary and bank VR credits who, as the result of working and charging leave accruals other than VR credits, exceed their normal 37.5 or 40-hour workweek continue to be eligible for overtime compensatory time and paid overtime in that workweek as appropriate.

Sections 135.2(h) and (i) of Part 135 of the Budget Director's Overtime Rules are waived to the extent necessary to permit payment of overtime compensation to overtime-eligible employees who are participating in this program.

10. Discontinuation or Suspension of VRWS Agreements

Although VRWS agreements are for stated periods of time, they can be discontinued by mutual agreement at the end of any payroll period. VR agreements may be discontinued, at management discretion, when an employee is promoted, transferred or reassigned within an agency, facility or institution, although VR credits must be carried forward on the employee's time record.

VR agreements may also be discontinued when an employee moves between agencies or between facilities or institutions within an agency. (See Provisions for Payment of Banked (Unused) VR Time in Exceptional Cases below.)

Employees who go on sick leave at half pay for 28 consecutive calendar days, who receive leave donation credits for 28 consecutive calendar days or who are absent because of a work-related injury or illness for 28 consecutive calendar days will have their VRWS agreement suspended and be returned to their normal full-time work schedule and pay base. For accidents occurring on or after July 1, 1992, CSEA employees covered under the Statutory Benefit Program will continue on VRWS until the first day they are placed on workers' compensation disability leave, at which time they will have their VRWS agreement suspended. Suspension of a VR agreement does not extend the agreement beyond its scheduled termination date. If the employee returns to work prior to the scheduled termination date of the VR agreement, the employee's participation in the VR agreement resumes and continues until the scheduled termination date, unless both parties agree to terminate the agreement.

11. Provisions for Payment of Banked (Unused) VR Time in Exceptional Cases

The VRWS program is intended to be a program that allows employees to voluntarily trade income for time off. The agreement for program participation between the employee and management includes a plan for the use of VR time earned. Management must make every effort to ensure that VR time earned by an employee is used (1) under the terms of the individual VRWS agreement, (2) before the September 30th liquidation date (see Section 5b), (3) before the employee separates from State service, and (4) while the employee is on the job he or she was in when the VRWS program agreement was made. If this is not possible, payment for banked (unused) VR time may be made in exceptional cases that fall under the following criteria:

(a) Upon layoff, resignation from State service, termination, retirement or death, unused VR time will be paid at the then current straight time rate of pay.

(b) Upon movement of an employee from one agency to another or between facilities or institutions within an agency, unused VR time will be paid at the then current straight time rate of pay by the agency or facility/institution in which the VR time was earned,

unless the employee requests and the new agency or facility/institution accepts the transfer of the VR time on the employee's time card. The lump sum payment for VR balances upon movement to another agency or facility/institution will be made irrespective of whether or not the employee is granted a leave of absence from the agency where the VR time was earned. Payment will be made within two payroll periods following the move to the new agency/facility/institution.

(c) VRWS ending balances must be segregated for each fiscal year. Employees who accumulate VR time in a fiscal year and who are unable to use the VR time by the applicable September 30th liquidation date due to management requirements predicated on workload will be paid at the then current straight time rate of pay. Payment will be made within two payroll periods following the applicable September 30th liquidation date. Requests for payment in the exceptional cases specified in this subparagraph, as distinct from those specified in subparagraphs (a) and (b) above, should be directed to GOER Research Division-VRWS Program and will be decided on a case-by-case basis.

In all cases where payment for unused VR time is made, notification of payment must be sent to GOER Research Division-VRWS Program. Such notification must include date of payment, circumstances of payment, employee's name, title, number of hours in the employee's normal workweek (37.5 or 40), number of days of unused VR time, daily rate of pay, and gross dollar amount of payment. In addition, agencies must certify that they have not already used these savings for replacement staff in other programs or, if they have, identify another funding source for the payment.

12. Review of VRWS Denials

a. Individual Requests

An employee whose request to participate in the VRWS program has been denied shall have the right to request a written statement of the reason for the denial. Such written statement shall be provided within five working days of the request. Upon receipt of the written statement of the reason for the denial, the employee may request a review of the denial by the agency head or the designee of the agency head. Such requests for review must be made, and will be

reviewed, in accordance with the following procedure:

(1) Requests must be submitted by the employee or the employee's representative within ten working days of receipt of the written statement or of the date when the written statement was due.

(2) Requests must be submitted to the official who serves as the agency head's designee at Step 2 of the grievance procedure. Employees of facilities must concurrently provide a copy of such request to the facility head.

(3) Such requests shall specify why the employee believes the written reasons for the denial are improper. The request must explain how the employee believes his or her work can be reorganized or reassigned so that his or her participation in the VRWS program will not unduly interfere with the agency's program operations.

(4) The designee of the agency head shall review the appeal and make a determination within ten working days of receipt. The determination shall be sent to the employee and a copy shall be sent to the President of CSEA. The determination shall be based on the record, except that the agency head's designee may hold a meeting with the employee and/or the employee's supervisors if the designee believes additional information or discussion is required to make a determination. If the employee believes that there are special circumstances that make a meeting appropriate, the employee may describe these circumstances in addition to providing the information specified in paragraph 3 above, and request that a review meeting be held. The agency head's designee shall consider such request in determining whether or not to hold a review meeting.

(5) The determination of the agency head's designee shall not be subject to further appeal.

b. Facility-Wide or Agency-Wide Practices

When CSEA alleges that an agency or a facility, or a sub-division thereof, has established a practice of routinely denying employee applications to participate, this matter shall be an appropriate subject for discussion in a labor/management committee at the appropriate level. Such labor/management discussions shall be held in accordance with relevant provisions of the applicable negotiated agreement.

13. Exceptions

The restrictions and limitations contained in these Program Guidelines may be waived by the Governor's Office of Employee Relations whenever that Office determines that strict adherence to the guidelines would be detrimental to the sound and orderly administration of State government.

APPENDIX A

VOLUNTARY REDUCTION IN WORK SCHEDULE:

Effect on Benefits and Status:

Annual Leave - Prorate accruals based on the employee's VRWS percentage.

Personal Leave - Prorate accruals based on the employee's VRWS percentage.

Sick Leave at Full Pay - Prorate accruals based on the employee's VRWS percentage.

Holidays - No change in holiday benefit.

Sick Leave at Half Pay -There is no impact on eligibility or entitlement. Employees who go on sick leave at half pay for 28 consecutive calendar days will have their VRWS agreement suspended and be returned to their normal full time work schedule and pay base.

Workers' Compensation Benefits - There is no impact on eligibility for entitlement to workers' compensation benefits pursuant to rule or contract. Following 28 consecutive calendar days of absence due to a work-related injury or illness, the VRWS agreement is suspended and the employee is returned to his or her normal full time work schedule and pay base.

Leave Donation - Employees who are absent using donated leave credits for 28 consecutive calendar days will have their VRWS agreement suspended.

Military Leave - No impact on eligibility or entitlement.

Jury-Court Leave - No impact on eligibility or entitlement.

Paid Leave Balances on Time Card - There is no requirement that leave credits be exhausted prior to the beginning of the VRWS agreement. Vacation, sick leave and holiday balances are carried forward without adjustment; the personal leave balance is prorated.

Shift Pay - Prorate.

Inconvenience Pay - Prorate.

Location Pay - Prorate.

Geographic Pay - Prorate.

Pre-Shift Briefing - Prorate.

Standby Pay - No impact.

Salary - Normal gross salary earned is reduced by the percentage of voluntary reduction in work schedule. There is no effect on the base annual salary rate.

Payroll - The employee never leaves the payroll. An employee remains in full payroll status with partial pay for the duration of the agreement period and receives pay checks each pay period at the agreed upon temporarily reduced level.

Return to Normal Work Schedule - An employee will return to his or her normal full-time work schedule and pay basis upon completion of the VRWS agreement period.

Banked (Unused) VR Time Upon Return to Normal Work Schedule - VR time credits may be carried forward on the employee's time card after completion of the individual VRWS agreement period but must be liquidated by the September 30th after the end of the fiscal year in which the employee's individual agreement expires. VRWS ending balances must be segregated for each fiscal year.

Banked (Unused) VR Time Upon Separation - Unused VR time credits will be paid at the straight time rate upon layoff, resignation from State service, termination, retirement or death.

Banked (Unused) VR Time Upon Promotion, Transfer or Reassignment Within an Agency or Within a Facility or Institution - Unused VR time credits are carried forward on the employee's time card when movement is within an appointing authority. Continuation of the VRWS program agreement is at the discretion of management.

Banked (Unused) VR Time Upon Movement From One Agency to Another or Between Facilities or Institutions Within an Agency - Unused VR time credits will be paid at the straight time rate by the agency or facility/institution in which the VR time was earned, unless the employee request and the new agency or facility/institution accepts the transfer of VR time on the employee's time card.

Health Insurance - No effect; full coverage.
Dental Insurance - No effect; full coverage.
Employee Benefit Fund - No effect.
Survivor's Benefit - No effect.
Retirement Benefit Earnings - Participation will reduce final average salary if the VRWS period is included in three years of earnings used to calculate final average salary.
Retirement Service Credit - Prorate.
Social Security -There is no change in the contribution rate, which is set by Federal Law and applied to the salary that the employee is paid.
Unemployment Insurance - No change; formula set by statute.
Performance Advance or Increment Advance - Evaluation date is not changed; no change in eligibility.
Performance Award or Lump Sum Payment - No impact; no change in eligibility.
Longevity Increase - No change in eligibility.
Probationary Period - No effect; scheduled non-work time under a VR agreement is not an absence for this purpose.
Traineeship - No effect; traineeships are not extended by scheduled non-work time under a VR agreement.
Layoff - No impact; seniority date for layoff purposes is not changed.
Seniority - No impact; employee never leaves the payroll; seniority date is not changed; full seniority credit is earned.
Seniority for Promotion Examinations - No impact, VR time used shall be counted as time worked in determining seniority credits for promotion exams.
Eligibility for Promotion Examinations - No impact; VR time used shall be counted as time worked in determining eligibility for promotion exams.
Eligibility for Open Competitive Examinations - Prorate; VR time used shall not be considered time worked for determining length of service for open competitive examinations.
Overtime Work - VR time used shall not be counted as time worked in determining eligibility for overtime payments at premium rates within a workweek.

APPENDIX XIII
LEAVE ADJUSTMENT PROGRAM FOR PART-TIME ANNUAL SALARIED EMPLOYEES

The following describes the benefit available to eligible part-time annual salaried employees scheduled to work additional hours beyond their payroll percentage. Agencies must set up a procedure to review time records to provide the negotiated benefit described below.

This program is no longer a pilot program.

Eligibility

The provisions of this Program apply to eligible part-time annual salaried employees scheduled to work hours in excess of their payroll percentage.

In order to participate in this Program, part-time annual salaried employees must be employed to work a schedule equated to their payroll percentage which entitles them to earn leave credits under the Attendance Rules (either five days per week or at least half-time per bi-weekly pay period), not including the additional time worked above their payroll percentage.

"Employed to work a schedule" that entitles the employee to earn leave credits under the Attendance Rules means that the schedule assigned to the employee qualifies for the earning of leave credits under the Attendance Rules. The employee need not actually work that schedule each pay period in order to remain eligible. The employee may be on paid or unpaid leave from a qualifying schedule.

The additional time worked cannot be counted to qualify an otherwise ineligible employee to earn leave credits under the Attendance Rules. Leave credits can be granted for additional time worked only as described in this Program to part-time annual salaried employees already eligible to earn leave credits under the Attendance Rules for their work schedule equated to their payroll percentage.

For example, an employee with a payroll percentage of 40% and corresponding work schedule of four days per pay period cannot participate in the Program even though the employee works additional time for a fifth day each pay period because the employee's work schedule based on his/her payroll percentage is not a qualifying schedule. On the other hand, an employee with a payroll percent-

age of 50% earns leave credits under the Attendance Rules based on the work schedule corresponding to his/her payroll percentage and is eligible to be granted vacation, sick leave and personal leave adjustment credits for additional time worked beyond his/her 50% schedule under this Program.

Participating employees are not eligible to be credited under this Program for additional hours worked in excess of the normal 37.5 or 40-hour workweek.

Vacation and Sick Leave

1. Agencies must review the additional time worked by eligible part-time annual salaried employees twice a year, for pay-rolls 1-13 and for payrolls 14-26. Additional vacation and sick leave will be credited within 60 days after the end of payroll period 13 and within 60 days after the end of payroll period 26.

The first crediting of additional vacation and sick leave occurred within a 60-day recording period following pay period 13 of fiscal year 2000-2001.

The provisions regarding the special rate for calculating vacation adjustment credits for employees who earn vacation at the 20-day rate apply to additional hours worked beginning in pay period 1 of fiscal year 2004-2005. The first crediting at this rate will occur within a 60-day period following the end of pay period 13 of fiscal year 2004-2005.

2. Agencies must credit eligible employees with vacation and sick leave adjustment credits proportional to the additional hours worked during the 13 pay periods under review.

Sick Leave Adjustment Credits

An employee must have worked a minimum of five (5) hours of additional time above the number of hours equated to his/her payroll percentage to earn an additional one-quarter (1/4) hour of sick leave. Eligible employees are credited with one-quarter (1/4) hour of sick leave for every five (5) hours of additional time worked during the thirteen pay periods under review. For this purpose, time worked includes time charged to leave credits (see 3 below).

Vacation Adjustment Credits for Employees Who Accrue at the Thirteen-Day Rate

An employee who earns vacation at the 13-day rate must have worked a minimum of five (5) hours of additional time above the

number of hours equated to his/her payroll percentage to earn an additional one-quarter (1/4) hour of vacation. Eligible employees are credited with one-quarter (1/4) hour of vacation or every five (5) hours of additional time worked during the thirteen pay periods under review. For this purpose, time worked includes time charged to leave credits (see 3 below).

Vacation Adjustment Credits for Employees Who Accrue at the Twenty-Day Rate

An employee who earns vacation at the 20-day rate must have worked a minimum of three and one quarter (3.25) hours of additional time above the number of hours equated to his/her payroll percentage to earn an additional one-quarter (1/4) hour of vacation. Eligible employees are credited with one-quarter (1/4) hour of vacation for every three and one quarter (3.25) hours of additional time worked during the thirteen pay periods under review. For this purpose, time worked includes time charged to leave credits (see 3 below).

When an employee's seventh anniversary date falls during the 13 pay periods under review, the employee will be credited with vacation adjustment credits at the 13-day rate for those 13 pay periods and thereafter will be credited with vacation adjustment credits at the 20-day rate.

Some examples follow:

A.1. During payroll periods 1-13 of 2004, a half-time ASU employee with three years of creditable service works a total of 80 hours beyond her normal half-time schedule. This employee would be credited with an additional four (4) hours of vacation and four (4) hours of sick leave within 60 days after payroll period 13. (80 hours of additional time worked divided by 5 hours = 16 five-hour segments multiplied by .25 hour credited for each 5 hours of additional time worked = four (4) hours of additional vacation and four (4) hours of additional sick leave.)

A.2. During payroll periods 14-26, this employee works 155 hours above her payroll percentage and earns 7.75 hours of additional vacation and 7.75 hours of additional sick leave. (155 hours divided by 5 hours = 31 five-hour segments multiplied by .25 hour credited for each 5 hours of additional time worked = 7.75 hours of additional vacation and 7.75 hours of additional sick leave credit.)

B.1. During payroll periods 1-13 of 2004, a half-time ASU employee with ten years of creditable service works a total of 80 hours beyond her normal half-time schedule. This employee would be credited with an additional six and one quarter (6.25) hours of vacation and four (4) hours of sick leave within 60 days after payroll period 13. The vacation is calculated as follows: 80 hours of additional time worked divided by 3.25 hours = 24.62 three and one-quarter hour segments multiplied by .25 hour credited for each 3.25 hours of additional time worked = 6.15 hours. Rounding to the nearest quarter hour, the employee receives 6.25 hours of additional vacation. The sick leave is calculated as described in example A1 above.

B.2. During payroll periods 14-26, this employee works 155 hours above her payroll percentage and earns 12 hours of additional vacation and 7.75 hours of additional sick leave. The vacation is calculated as follows: 155 hours divided by 3.25 hours = 47.69 three and one quarter hour segments multiplied by .25 hour credited for each 3.25 hours of additional time worked = 11.92 hours. Rounding to the nearest quarter hour, the employee receives 12 hours of additional vacation. The sick leave is calculated as described in example A2. above.

3. Employees must charge accruals on the basis of the total number of hours the employee is scheduled to work on a given day, beginning with the first day following the payroll period in which the employee is first credited with additional vacation and sick leave under this Program. Until the first time the employee is credited with additional vacation and sick leave, the employee who takes a day off charges credits only to cover the normal schedule corresponding to the payroll percent and not to cover any additional scheduled hours. The employee simply does not receive pay for those additional hours. Beginning with the pay period after being credited for the first time with additional vacation and sick leave, the employee is required to charge credits for all scheduled hours on a given day, including any additional scheduled hours, and therefore receives pay for those additional hours.

For example, a 50 percent employee on the administrative payroll cycle who works 20 hours per week, four hours per day, begins working additional time for the first time in pay period 1 in fiscal year 2004-2005. On November 1, 2004, the employee takes a day

of sick leave, charges 4 hours to cover his normal schedule, and receives 4 hours pay for the day even though he was scheduled to work additional time on that day. On November 3, 2004, the last day of a pay period, the employee is credited for the first time with additional vacation and sick leave under this Program for pay periods 1 through 13. On November 4, 2004, the employee takes a day of vacation. His work schedule on that day is 8 hours, including 4 hours of additional time. He is required to charge 8 hours to cover his full schedule, and receives 8 hours pay for the day.

4. Vacation and sick leave adjustment credits must be added to the employee's regular vacation and sick leave balances. Employees continue to be subject to a prorated sick leave maximum, and to a prorated vacation maximum on April 1 of each year, based on their payroll percentage. Employees who separate from State service receive a lump sum payment for unused vacation of up to 30 prorated days based on their payroll percentage. Separating employees should be credited as of the date of separation with any additional leave to which they are entitled under this Program so that such leave can be included in the vacation lump sum payment and, for retirees, in the calculation of retirement service credit and the sick leave credit for health insurance in retirement, subject to applicable maximums based on the employee's payroll percentage.

Personal Leave

1. Agencies must review the additional time worked by eligible part-time annual salaried employees once a year. Employees who work additional time will be credited with personal leave adjustment credit once a year on the personal leave adjustment date. The personal leave adjustment date will not change if the employee is not in pay status on that date. The first personal leave adjustment date was May 30, 2001 for the period April 1, 2000 through March 31, 2001.

2. Agencies must credit eligible employees with personal leave adjustment credits proportional to the number of additional hours worked during the 26 pay periods under review. An employee must have worked a minimum of 13 hours of additional time above the number of hours equated to his/her payroll percentage to earn an additional one-quarter (1/4) hour of personal leave. Eligible employees are credited with one-quarter (1/4) hour of personal leave for

every 13 hours of additional time worked during the 26 pay periods under review. For this purpose, time worked includes time charged to leave credits.

For example, during the period April 1, 2004 through March 31, 2005, an ISU employee works a total of 235 hours beyond her payroll percentage and earns 4.50 hours of personal leave adjustment time. (235 hours of additional time worked divided by 13 hours = 18.08 13-hour segments multiplied by .25 hour credited for each 13 hours of additional time worked=4.52 hours. Rounding to the nearest quarter hour, the employee received 4.50 hours of personal leave adjustment credit.)

3. Employees must charge accruals on the basis of the total number of hours the employee is scheduled to work on a given day beginning with the first day following the pay period in which the employee is first credited with additional vacation and sick leave credits under this Program (see Vacation and Sick Leave (3) above).

4 .Personal leave adjustment credits accrued as a result of additional time worked will be kept in a separate leave category called "Personal Leave Adjustment."

5. An employee will have 12 months from the personal leave adjustment date to use personal leave adjustment credits. Unused leave will lapse at close of business on the day prior to the personal leave adjustment date.

6. If the payroll percentage of an eligible employee changes (i.e., 50% to 75%, 50% to 100%, etc.) the employee's unused regular personal leave balance will be converted to days based on the new percentage. Personal leave adjustment time will not be carried forward.

Additional Issues

Agencies or facilities may develop procedures in local labor/management regarding access during the 60-day recording period, in cases of special need for leave, to vacation, sick leave and personal leave adjustment credits earned but not yet recorded.