SECURITY SERVICES UNIT 2009-2016

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

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PREAMBLE

This Agreement entered into by the Executive Branch of the State of New York hereinafter referred to as the "Employer" and New York State Correctional Officers and Police Benevolent Association, Inc. (NYSCOPBA), hereinafter referred to as the "Union", on behalf of all employees in the bargaining unit in every agency where they may be employed, has as its purpose the promotion of harmonious employee relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of salaries, wages, hours of work and other terms and conditions of employment.

BILL OF RIGHTS

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

(A) An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.

(B) An employee shall be entitled to Union representation at each stage of a disciplinary proceeding instituted pursuant to Article 8 of this Agreement.

(C) No employee shall be requested to sign a statement of an admission of guilt to be used in a disciplinary proceeding under Article 8 without having Union representation.

(D) No recording devices of any kind shall be used during any disciplinary proceedings except as provided for in Article 8, unless agreed to by all parties and each party receives a copy of the tape.

(E) In all disciplinary hearing proceedings under Article 8, the burden of proof shall rest with the Employer.

(F) An employee shall not be coerced or intimidated or suffer any reprisal either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this Agreement.

(G) An employee shall be entitled to Union representation at an interrogation if it is contemplated that such employee will be served a notice of discipline pursuant to Article 8 of this Agreement. Such employee shall not be required to sign any statement arising out of such interrogation.

(H) Except as provided below, any statements or admissions made by an employee during such an interrogation without the opportunity to have

Union representation may not be subsequently used in a disciplinary proceeding against that employee.

(I) If representation is requested by the employee and if such representation is not provided by the Union within a reasonable period of time, the Employer may proceed with the interrogation.

(J) The Employer shall not infringe upon the right of an employee to be accompanied by counsel as provided by Section 73 of the Civil Rights Law, when said employee is summoned to appear before any "hearing" or before any "agency", as such terms are defined in Section 73 of the Civil Rights Law.

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

(L) Any employee who was notified that there was an investigation pending against him or her by their Department’s Inspector General’s Office shall be notified by the Employer of the closure of the investigation within two weeks of the closure of such investigation related to such employee.

(M) The Employer shall keep confidential all employee medical records.

ARTICLE 1

Term of Agreement

This Agreement shall be effective as of April 1, 2009, except as otherwise specified, and shall continue in full force and effect to and including March 31, 2016.

ARTICLE 2

Recognition

The Employer, pursuant to the certification of the Public Employment Relations Board, recognizes the Union as the sole and exclusive representative of those employees in the Security Services Unit for the purpose of collective negotiations concerning salaries, wages, hours of work and other terms and conditions of employment of employees serving in positions in the Security Services Unit. The term employee or employees shall include seasonal employees as contained in Appendix D of this Agreement.

ARTICLE 3

Nondiscrimination

3.1 The Employer and the Union agree that the provisions of this Agreement shall be applied equally to all employees in compliance with applicable law against discrimination as to age, race, creed, color, national origin, sex, disability, marital status and political affiliation. The parties further agree that the provisions of this Agreement shall be applied equally to all employees in compliance with Executive Order 33[1] as to sexual orientation. The parties reaffirm their commitment to all applicable military laws and the rights of former and present members of the Armed Forces of the United States.

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

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

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

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

ARTICLE 4

Check-Off

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

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

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

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

ARTICLE 5

Union Rights

5.1 Bulletin Boards

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

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

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

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

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

5.2 Access to Employees and Meeting Space

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

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

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

(1) suitable space is not reasonably available elsewhere in the area;

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

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

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

5.3 Employee Organization Leave

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

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

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

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

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

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

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

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

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

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

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

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

5.4 Unchallenged Representation

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

5.5 Agency Shop

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

5.6 Membership Packets

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

5.7 Union Leave

A permanent employee or employees nominated by the Union may be granted by the Employer a leave or leaves of absence with full salary from their regular position for the purpose of serving with the employee organization subject to the conditions of this paragraph. Each such leave, its term and renewal, shall be subject to the discretionary approval of the Director of the Governor's Office of Employee Relations. The Union shall periodically, as specified by the Director of the Governor's Office of Employee Relations, reimburse the State for the salary, wages and any other payments paid to each employee by the Employer during such leave of absence together with the cost of fringe benefits at the percentage of salary, wages as determined by the Comptroller. The Union shall purchase an insurance policy in the form and amount satisfactory to the Director of the Governor's Office of Employee Relations to protect the State in the event the State is held liable for any damages or suffers any loss by reason of any act or omission by such employee during the period of such leave of absence with full salary.

5.8 Exclusivity

The Employer will not meet or confer with any other employee organization or affiliate thereof with reference to terms and conditions of employment of employees. If such organizations request meetings, they will be advised by the Employer to transmit their requests concerning terms and conditions of employment to the Union and arrangements will be made by the Union to fulfill its obligation as a collective negotiating agent to represent these employees and groups of employees.

ARTICLE 6

Management Rights

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

ARTICLE 7

Grievance and Arbitration

7.1 Definitions

For the purposes of this Agreement, all disputes shall be subject to the grievance procedure as outlined below:

(a) A dispute concerning the application and/or interpretation of this Agreement is subject to all steps of the grievance procedure including arbitration, except those provisions which are specifically excluded.

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

(c) A claim of improper or unjust discipline against an employee shall be processed in accordance with Article 8 of this Agreement.

7.2 Procedure

The purpose of this Article is to provide a prompt, equitable, peaceful and efficient procedure to review and resolve grievances, and to further the purpose of this Agreement to promote harmonious employee relations. Both the Employer and the Union recognize the importance of, among other aspects of the procedure, the timely issuance of decisions to filed grievances and the responsible use of this procedure. Upon failure of the Employer to provide a decision within the time limits provided in this Article, the Union may appeal to the next step of the grievance procedure. The

grievance will not revert back to the previous step where it was originally untimely unless mutually agreed to by both parties.

Prior to initiating a formal written grievance pursuant to this Article, the employee or the Union is encouraged to resolve disputes subject to this Article informally by reviewing them with the appropriate immediate supervisor, local administration or agency or department.

(a) Grievances

Step 1. The employee and/or the Union shall present the grievance in writing to the facility head, institution head, divisional head or regional head within 20 days of the act or omission giving rise to the grievance or within 20 days of the date on which the employee first knew of such act or omission. The facility head, institution head, divisional head or regional head, shall each designate a regular representative, who shall meet with the Union and the grievant during the employee's regular work shift within ten days of receipt of the grievance and shall render a decision in writing within ten days from the day of such meeting.

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

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

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

Every other week (on a designated day), representatives from the Union and the Governor's Office of Employee Relations will meet and review all grievances that have been appealed to the Step 3 level during the previous two week period. If warranted, an agency representative may be in attendance at these meetings. At these meetings, the grievance will be read, reviewed and tactically distributed for processing in one of the following ways:

1. Expedited Decision. For grievances with respect to which either side believes that the decision is going to be traditional, and involves issues which cannot be resolved by the grievance process, the Governor's Office of Employee Relations shall provide, within ten days, a written Step 3 response in the form of a brief answer.

2. On-site Review. If both representatives believe that a Step 3 hearing review is necessary, the parties will agree to schedule such a review on the next trip to the work location in question. Trips to regions or work locations will be scheduled in advance on a "circuit" basis to ensure that each work location can be visited at least once every four months, if necessary.

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

of the issues. Resolutions will be reduced to writing. In the event the issues cannot be resolved, either party may refer them to the conference phase of the Alternate Dispute Resolution Process where applicable.

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

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

(b) Alternate Dispute Resolution Process (ADR)

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

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

(3) Resolution Conference

Within 30 days after the demand for arbitration, the parties shall meet with the master arbitrator who shall attempt to have the parties reach a settlement and narrow the issue(s) for hearing, including stipulating to facts, relevant documents and exhibits. The grievant may be permitted to participate in the conference by telephone.

(4) Expedited Arbitration

After the resolution conference, either party may require a hearing before the master arbitrator on an expedited basis. Grievance hearings shall, absent extraordinary circumstances, be limited to one day.[1] Both parties should be prepared to fully present their positions and any testimony on the day of the hearing. No briefs shall be submitted by either party.

(5) The parties agree to meet for a total of four days per month at a mutually agreed upon site in Albany to conduct the resolution conferences and/or expedited arbitrations.

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

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

(8) The decision or award of the master arbitrator shall be consistent with applicable law and the Agreement and final and binding upon the parties (NYSCOPBA and the State) with respect to the determination of the grievant's claims. Such decisions

[1] The parties shall prepare a recommended schedule for the conduct of a one-day hearing to be presented to the master arbitrator. Such schedule is to serve merely as a guide to assist in insuring that cases are ordinarily presented and concluded in one day.

are non-precedential and shall not be submitted in any other case unless the parties mutually agree otherwise.

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

(c) Full Arbitration

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

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

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

(3) Miscellaneous Provisions

Neither the master arbitrator nor arbitrator shall have any power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the

issue presented and shall confine the decision solely to the application and interpretation of the Agreement.

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

7.3 Representation

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

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

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

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

7.4 General Provisions

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

(b) Grievances resolved at Step 1 shall not constitute a precedent for any other facility, institution, division, or region, or at Step 2 for any other agency unless a specific

agreement to that effect is made by the Director of the Governor's Office of Employee Relations and the President of the Union.

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

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

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

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

ARTICLE 8

Discipline

8.1 Exclusive Procedure

Discipline shall be imposed upon employees otherwise subject to the provisions of Sections 75 and 76 of the Civil Service Law only pursuant to this Article, and the procedure and remedies herein provided shall apply in lieu of the procedure and remedies prescribed by such sections of the Civil Service Law which shall not apply to employees.

8.2 Disciplinary Procedure

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

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

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

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

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

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

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

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

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

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

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

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

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

8.3 Settlement

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

8.4 Suspension Before Notice of Discipline

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

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

(2) The appointing authority or his designee may with agency approval suspend without pay an employee charged with the commission of a crime. Such employee shall notify his appointing authority in writing of the disposition of any criminal

charge including a certified copy of such disposition within seven days thereof. Within 30 days following such suspension under this provision, or within seven days from receipt by the appointing authority of notice of disposition of the charge from the employee, whichever occurs first, a notice of discipline shall be served on such employee or the employee shall be reinstated with back pay. Nothing in this paragraph shall limit the right of the appointing authority or his designee to take disciplinary action during the pendency of criminal proceedings.

(3) Upon the ratification of this Agreement, in the event that an employee is suspended without pay, the employee will have the option to draw from previously accrued annual leave, personal leave, holiday leave and/or compensatory leave upon written notification to his/her supervisor.

(4) When an employee has been suspended without pay, the agency or department meeting may be waived by the employee or by the Union with the consent of the employee at the time of filing the disciplinary grievance. In the event of such waiver, the employee or the Union shall file the grievance form within the prescribed time limits for filing an agency level grievance directly with PERB. The case shall be given priority in assignment.

(5) An employee who is charged with the commission of a crime, suspended without pay and subsequently not found guilty and against whom no disciplinary action is taken for the incident in question, shall be reinstated with full back pay.

(6) During a period of suspension without pay pursuant to this section, the State shall continue to pay its share of the cost of the employee's health, dental and vision care coverage under Article 12 which was in effect on the day prior to the suspension provided that the suspended employee pay his or her share.

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

(c) Back Pay Award

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

8.5 Union Representation

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

8.6 Limitation

An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than nine months prior to the service of the

notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

8.7 Other Actions

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

8.8 Expedited Discipline Procedure

(a) This is to confirm the agreement between the parties to establish an Expedited Disciplinary Arbitration Procedure (Procedure) for the members of the Security Services Unit for the term of the Agreement as outlined in Article 1. Any cases already in the program at that time will continue. The Procedure shall commence for interest arbitration eligible employees 90 days after the ratification of the Agreement. The Procedure will commence for the remaining unit employees on January 1, 2013.

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

(c) All disciplinary grievances involving the suspension without pay of an employee pursuant to Article 8.4 may be submitted by the employee or the Union to expedited arbitration. The Department will not regularly nor unreasonably deny the submission to expedited arbitration. Except as expressly altered by this side agreement, the substantive and procedural provisions of Article 8 remain in effect.

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

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

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

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

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

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

(i) The arbitrator is expressly authorized to hear and determine any disputes arising out of the obligations of the parties to exchange the information and documents referenced in paragraphs 6, 7, and 8 above, and will be guided by the criteria provided by the parties in doing so. However, the arbitrator shall not have any authority to dismiss either party's case nor bar use of such information and documents for a failure

to comply with the time frames in those paragraphs but will have the authority to take other appropriate remedial action.

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

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

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

ARTICLE 9

Out-of-Title Work

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

(b) The term "temporary emergency" as used in this Article shall mean an unscheduled or non-periodic situation or circumstance which is expected to be of limited duration and either (a) presents a clear and imminent danger to person or property, or (b) is likely to interfere with the conduct of the agency's or institution's statutory mandates or programs.

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

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

filing of the appeal, forward his opinion to the Director of the Governor's Office of Employee Relations, and the Union, for implementation.

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

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

(2) If, however, such substantially different duties are found to be appropriate to a higher salary grade than that held by the affected employee, the Director of the Governor's Office of Employee Relations shall issue an award of monetary relief. The amount of monetary relief shall be the difference between what the affected employee was earning at the time he performed such duties and what he would have earned at that time in the entry level of the higher salary grade title, but in no event shall such monetary award be retroactive to a date earlier than 15 calendar days prior to the date the grievance was filed in accordance with this Agreement.

ARTICLE 10

Review of Personal History Folder

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

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

10.3 An employee may, at any time, request and be provided copies of all documents and notations in his official personal history folder of which he has not previously been given copies. If such file is maintained at a location other than the region or facility in which the employee works, it shall be forwarded to the employee's region or facility for requested review by the employee.

10.4 With the exception of disciplinary actions or annual work performance ratings, any material in the official personal history folder of an adverse nature, over one (1) year old may, upon the employee's written request, be removed from the official personal history folder by mutual agreement of the employee and the appropriate agency representative. This does not preclude the earlier removal of such material.

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

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

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

10.8 Except as specifically prohibited by law and requests related to official State purposes or government investigations, an employee shall be notified of requests for access to the employee's personal history folder. For the purpose of this Article, a lawsuit against an employee or the State shall not be deemed an official State purpose. Said notification shall be at least 72 hours prior to the requested access provided, however, a validly issued subpoena may still be satisfied by the Employer. Notwithstanding anything to the contrary, the Employer may respond to a matter in pending litigation without giving an employee 72 hours notice where the matter necessitates an immediate response. Under those circumstances notice to the employee will be given as quickly as possible. Release of employment and income information in connection with employee credit applications need not be reported to the employee.

ARTICLE 11

Compensation

Certain terms in this Article apply only to employees who are ineligible for Interest Arbitration pursuant to Civil Service Law Section 209(4) on the date of the execution of this Agreement as indicated by the phrase (Interest Arbitration ineligible employees). Other terms apply only to employees eligible for Interest Arbitration pursuant to Civil Service Law 209(4) on the date of execution of this Agreement as indicated by the phrase (Interest Arbitration eligible employees). Where neither phrase is used, the terms of the article apply to all eligible unit employees.

11.1 Legislation

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

11.2A General Salary Increase

(a) Salary Increase for Fiscal Year 2009-10

Effective April 1, 2009, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2009, will be increased by 3 percent.*

(b) Salary Increase for Fiscal Year 2010-11

Effective April 1, 2010, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2010, will be increased by 4 percent.*

(c) Salary Increase for Fiscal Year 2014-15

Effective April 1, 2014, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2014, will be increased by 2 percent.*

(d) Salary Increase for Fiscal Year 2015-16

Effective April 1, 2015, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2015, will be increased by 2 percent.*

(e) Other Than Annual Salary Employees

The above provisions shall apply on a prorated basis to employees paid on an hourly or per diem basis or on any basis other than at an annual salary rate or to an employee serving on a part-time basis.

11.2B <u>Retention Payment</u>

Employees who are active as of the date of ratification of the contract and who remain in continuous service, as defined by paragraph (c) of subdivision 3 of section 130 of the Civil Service Law, through the date of the first payment in fiscal year 2013-2014, shall be eligible for a $1000 retention payment payable as follows:

- $775 lump sum cash payment payable in the first pay period of fiscal year 2013-2014
- $225 lump sum cash payment payable in the first pay period of fiscal year 2014-2015

11.3 Advancement within a Salary Grade

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

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

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

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

11.4 Promotions

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

For a Promotion of	An Increase of
1 Grade	3.0%
2 Grades	4.5%

3 Grades	6.0%
4 Grades	7.5%
5 Grades	9.0%

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

11.5 Movement to a Lower Salary Grade

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

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

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

11.6 Longevity Payments

(a) Longevity payments as set out in the salary schedule in Appendix A-1 (Interest Arbitration ineligible employees) and Appendix A-2 (Interest Arbitration eligible employees) will be provided to eligible employees upon completion of 10, 15, 20 and 25 years of continuous service. Continuous service shall mean time in a title or combination of titles which have existed and/or presently exist in the Security Services Unit, Agency Police Services Unit or Security Supervisors Unit. Such payment will be added to base pay effective on the payroll period which next begins following the actual completion of 10, 15, 20 and 25 years of continuous service.

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

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

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

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

11.7 Locational Compensation and Inconvenience Pay

(a) Location Adjustment

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

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

	Downstate Adjustment	Mid-Hudson Adjustment
April 1, 2009*	$1591	$849
April 1, 2010*	$1655	$883

April 1, 2011*	$1655	$883
April 1, 2012*	$1655	$883
April 1, 2013*	$1655	$883
April 1, 2014*	$1688	$901
April 1, 2015*	$1722	$919

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

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

	Orange, Putnam Dutchess	NYC, Rockland, Nassau, Suffolk Westchester
April 1, 2009*	$1231	$3306
April 1, 2010*	$1280	$3438
April 1, 2011*	$1280	$3438
April 1, 2012*	$1280	$3438
April 1, 2013*	$1280	$3438
April 1, 2014*	$1280	$3438
April 1, 2015*	$1280	$3438

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

(b) Inconvenience pay

(1) Effective April 1, 2009, for Interest Arbitration ineligible employees of this unit who are full-time annual salaried employees, the present inconvenience pay program shall be increased to $602 per year to employees who work four (4) hours or more between 6:00 p.m. and 6:00 a.m., except on an overtime basis, and will be continued as

provided in Chapter 333 of the Laws of 1969 as amended. Effective April 1, 2010, that amount shall be increased to $626.

(2) (i) Effective April 1, 2009, Interest Arbitration eligible employees in this unit who are full-time annual salaried employees and who are assigned to work the night shift, as defined by the facility, shall receive $927 per year for work on such shift. Effective April 1, 2010 that amount shall be increased to $964. Effective April 1, 2014 that amount shall be increased to $983. Effective April 1, 2015 that amount shall be increased to $1003.

(ii) Effective April 1, 2009, Interest Arbitration eligible employees in this unit who are full-time annual salaried employees and who are assigned to work the evening shift, as defined by the facility, shall receive $1854 per year for wok on such shift. Effective April 1, 2010 that amount shall be increased to $1928. Effective April 1, 2014 that amount shall be increased to $1966. Effective April 1, 2015 that amount shall be increased to $2006.

11.8 Pre-Shift Briefings

(a) For Interest Arbitration ineligible employees only, in recognition of the fact that employees, as is the present practice, are generally required to assemble for briefing for 15 minutes prior to the commencement of their tours of duty, each employee shall be paid at least $1,560 per year as overtime (prorated based on length of paid service in each fiscal year) or pursuant to the Budget Director's Rules and Regulations for overtime compensation, whichever is greater. Such payment shall be in lieu of all other payments and compensation for that time worked. The Employer further agrees that when such an employee is required and authorized to assemble for briefing or lineup on a daily basis in excess of 15 minutes before the commencement of his tour of

duty, such time actually worked in excess of 15 minutes shall be considered to be time worked for the purpose of computing overtime.

(b) For Interest Arbitration eligible employees only, effective April 1, 2010, all members of this unit who are employed by the state department of corrections and community supervision and are designated as peace officers pursuant to subdivision twenty-five of section 2.10 of the criminal procedure law, are full time annual salaried employees, shall be paid at least $2,080 per year as overtime (prorated based on length of paid service in each fiscal year) or pursuant to the Budget Director's Rules and Regulations for overtime compensation, whichever is greater. Such payment shall be in lieu of all other payments and compensation for that time worked.

11.9 Security and Law Enforcement Differential (Interest Arbitration ineligible employees)

The Employer shall provide a security and law enforcement differential to full-time annual salaried employees in recognition of their enhanced security and law enforcement responsibilities inherent in the positions covered by this Agreement. Such payment shall be $682 for the period beginning 4/1/09, and increased to $709 per year beginning 4/1/10. Effective 3/31/2011, the security and law enforcement differential shall by increased to $1000, rolled into base and eliminated as a separate payment. .

11.10 Facility Security Pay (Interest Arbitration ineligible employees)

The employer shall continue to provide Facility Security pay in the amount of $530 per year until 3/31/2011. Such amount shall be increased to $750 on 3/31/2011. Such payments shall not be added to base salary but shall be made biweekly.

11.11 Expanded Duty Pay (Interest Arbitration eligible employees)

Effective April 1, 2009, all members of this unit who are employed by the state department of corrections and community supervision and are designated as peace officers to subdivision twenty-five of section 2.10 of the criminal procedure law, shall continue to be paid an expanded duty payment in the amount of $1500 per year. This amount shall be increased to $2600 effective March 31, 2011. These payments will be equally divided over the 26 payroll periods in that fiscal year and shall count as compensation for overtime and retirement purposes.

11.12 Retroactive wage payments

Wage payments shall be retroactive as indicated in this agreement. All retroactive wage payments shall be reduced by the amount of the adjustment of health insurance premium share retroactive to October 1, 2011 and the value of 9 days of deficit reduction leave, or the amount credited to an employee. The 9 days of deficit reduction leave shall reflect five days of deficit reduction leave for fiscal year 2011-2012 and four days of deficit reduction leave for fiscal year 2012-2013. Reductions in retroactive wages will be computed on an individual employee basis. If there are insufficient retroactive wages to pay for all Deficit Reduction Leave days, regular bi-weekly paychecks will be reduced by the value of the Deficit Reduction Leave days, in equivalent amounts, over the pay periods then remaining through March 31, 2013. For those employees with insufficient retro pay to cover retroactive health insurance premium, in accordance with the Department of Civil Service administrative procedures,

$100 will be deducted from employee paychecks until the full retroactive premium is paid.

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

ARTICLE 12

Health, Dental and Prescription Drug Insurance

12.1 The State shall continue to provide all the forms and extent of coverage as defined by the contracts and Interest Arbitration Awards in force on March 31, 2009 with the State health and dental insurance carriers unless specifically modified or replaced pursuant to this Agreement.

Eligibility

12.2(a)(1) A permanent full-time employee who loses employment as a result of the abolition of a position shall continue to be covered under the State Health Insurance Plan for one year following such layoff or until re-employment by the State or employment by another employer, in a benefits eligible position, whichever occurs first. The premium contribution required of preferred list eligibles for such continuation shall be the same as the premium contribution required of an active employee.

12.2(a)(2) Covered dependents of employees who are activated for military duty as a result of an action declared by the President of the United States or Congress shall continue health insurance coverage with no employee contribution for a period not to exceed 12 months from the date of activation, less any period the employee remains in full pay status. Contribution free health insurance coverage will end at such time as the employee's active duty is terminated, 12 months have expired, or the employee returns to State employment whichever occurs first.

12.2(a)(3) Covered dependent students shall be provided with a three month extended benefit period upon graduation from a qualified course of study. Effective April 1, 2010 covered dependent students shall be provided with a 3-month extended benefit period upon completion of each semester as a covered full-time student (or equivalent). The benefit extension will begin on the first day of the month in which dependent student coverage would otherwise end and will last for three months or until such time as eligibility would otherwise be lost under existing plan rules. Effective January 1, 2012, pursuant to the 2010 Federal Patient Protection and Affordable Care Act, dependents up to age 26 shall be eligible for health insurance, including prescription drug benefits.

12.2(a)(4) Domestic Partners who meet the definition of a partner and can provide acceptable proofs of financial interdependence, as outlined in the Affidavit of Domestic Partnership and Affidavit of Financial Interdependency shall continue to be eligible for health care coverage.

12.2(a)(5) Effective April 1, 2010 a permanent full-time employee who is removed from the payroll due to an assault as described in Article 14.9 and is granted Workers' Compensation for up to 24 months shall remain covered under the State Health Insurance Plan for the same duration and will be responsible for the employee share of premium.

Benefits Management Program

12.3(a)(1) Pre-certification will be required for all elective inpatient confinements and prior to certain specified medical procedures to provide an opportunity for a review

of diagnostic procedures for appropriateness of setting and effectiveness of treatment alternatives.

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

12.3 (a)(3) A call to the Benefits Management Program will be required within 48 hours of admission for all emergency or urgent admissions to permit early identification of potential "case management" situations.

12.3 (a)(4) Precertification will be required prior to an admission to a Skilled Nursing Facility (SNF).

12.3 (a)(5) The hospital deductible amount imposed for non-compliance with pre-certification requirements will be $200. This deductible will be fully waived in instances where the medical record indicates that the patient was unable to make the call. In instances of non-compliance, a retroactive review of the necessity of services received shall be performed.

12.3 (a)(6) Any day deemed inappropriate for an inpatient setting and/or not medically necessary after exhausting the internal and external appeal processes will be excluded from coverage under the Empire Plan.

12.3 (a)(7) The Prospective Procedure Review Program (PPR) will screen for the medical necessity of certain listed diagnostic procedures which, based on Empire Plan experience, have been identified as potentially unnecessary or over-utilized.

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

Effective April 1, 2010 a more managed approach to radiological procedures will be implemented.

- The Medical Component Insurer will improve the effectiveness of the benefit by re-enforcing credentialing requirements and “best practices” with Radiologists and other providers involved in providing radiological services to Empire Plan enrollees.
- The current Prospective Procedure Review notification requirement for MRIs will expand to include CAT and PET scans, nuclear medicine and MRAs performed at the outpatient department of a hospital, a participating provider office or a free-standing facility.
    * Enrollees will be required to call the Benefits Management Program for Pre-certification when a listed procedure is recommended. Enrollees will be requested to call two weeks before the date of the procedure.
    * Current co-insurance levels will apply for failure to comply with the requirements of the Prospective Procedure Review Program.

12.4(a)(1) The copayment for emergency room services is $60. Effective October 1, 2012, the copayment for emergency room services will increase to $70. Outpatient services covered by the hospital contract are subject to a $35 copayment per outpatient visit.

Effective October 1, 2012, outpatient services covered under the hospital contract will be subject to a $40 copayment per outpatient visit.

The Emergency room and hospital outpatient copayment will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting, and for the following covered chronic care outpatient services: chemotherapy, radiation therapy, and hemodialysis. Effective October 1, 2012, hospital outpatient surgery will be subject to a $60 copayment.

12.4(a)(2) Coverage for services provided in the outpatient department of a hospital include services provided in a remote location of the hospital (hospital owned and operated extension clinics). Emergency care provided in such remote location of the hospital is subject to the $60 emergency room copayment. Effective October 1, 2012, the emergency room copayment will increase to $70. Outpatient services provided in such remote location of the hospital are subject to the $35 outpatient hospital copayment. Effective October 1, 2012, the outpatient hospital copayment in such remote location will increase to $40 and the outpatient surgery copayment will increase to $60. These copayments will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting.

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

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

- The Hospital carrier will establish a network of hospitals (acute care general hospitals, skilled nursing facilities and hospices) throughout the United States.

- Any hospital that does not enter into a participating agreement with the hospital carrier will be considered to be a non-network facility.
- Covered inpatient services received at a network hospital will be paid-in-full. Covered outpatient services (outpatient lab, x-ray, etc. and emergency room) received at a network hospital will be subject to the appropriate copayment.
- Covered inpatient services received at a non-network hospital will be reimbursed at 90 percent of charges. There will be a separate $1500 annual Hospital coinsurance maximum per enrollee, enrolled spouse/domestic partner and all dependent children combined established for non-network hospital out-of-pocket expenses.
- The $1500 Hospital coinsurance maximum is for non-network hospital expenses only and cannot be combined with any coinsurance maximums for other Empire Plan components. Effective January 1, 2012, the $1500 hospital coinsurance maximum for non-network hospital expenses will be combined with coinsurance maximums for other Empire Plan components.
- Covered outpatient services received at a non-network hospital will be reimbursed at 90 percent of charges or a $75 copayment whichever is greater. The non-network outpatient coinsurance will be applied toward the $1500 annual coinsurance maximum.
- Once the enrollee, enrolled spouse/domestic partner or all dependent children combined have incurred $500 in non-network expenses, a claim may be filed with the medical carrier for reimbursement of out-of-pocket non-network expenses incurred above the $500 and up to the balance of the coinsurance

maximum. Effective January 1, 2010 the maximum $1000 reimbursement under the Basic Medical Program will be reduced to $500. Effective October 1, 2012, the $500 reimbursement under the Basic Medical Program will be eliminated.

- Services received at a non-network hospital will be reimbursed at the network level of benefits under the following situations:
    - Emergency outpatient/inpatient treatment;
    - Inpatient/outpatient treatment only offered by a non-network hospital; and
    - Inpatient/outpatient treatment in geographic areas where access to a network hospital exceeds 30 miles or does not exist.
    - Care received outside of the US
- Anesthesiology, pathology and radiology services received at a network hospital will be paid-in-full less any appropriate copayment even if the provider is not participating in the Empire Plan participating provider network under the medical component.

Medical Services

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

12.5(a)(1) Office visit charges by participating providers are subject to an $18 copayment per covered individual. Effective April 1, 2010 the copayment for participating provider office visits will increase to $20.

Covered surgical procedures rendered by participating providers are subject to an $18 copayment. Effective April 1, 2010 the copayment for participating provider office surgery will increase to $20.

12.5 (a)(2) All covered radiology services rendered by participating providers are subject to an $18 copayment per covered individual. Effective April 1, 2010 the copayment for participating provider radiology services will increase to $20.

All covered outpatient laboratory services rendered by participating providers are subject to an $18 copayment per covered individual. Effective April 1, 2010 the copayment for participating provider laboratory services will increase to $20. All covered services provided at a participating ambulatory surgical center are subject to a $30 copayment by the enrollee. All anesthesiology, radiology and laboratory tests performed on-site on the day of surgery shall be included in this single copayment.

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

12.5 (a)(3) Effective October 1, 2012, the Empire Plan medical carrier will implement a Guaranteed Access Program for primary care physicians and core provider specialties. Under the Guaranteed Access Program, if there are no participating providers available within the access standards, enrollees will receive paid-in-full benefits (less any appropriate copayment).

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

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

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

12.5(e) The basic medical component deductible shall be $271per enrollee; $271 per enrolled spouse; and $271 per all dependent children combined plus an annual percentage increase effective January 1, 2003, and thereafter on each successive January 1, in an amount equal to the percentage increases in the medical care component of the CPI for Urban Wage Earners and Clerical Workers, All Cities (CPI-W) for the period July 1 through June 30 of the preceding year. Effective October 1, 2012, the Basic Medical component annual deductible shall be $1,000 per enrollee, $1,000 per enrolled spouse/domestic partner, and $1,000 per all dependent children combined. Effective October 1, 2012, the Basic Medical component annual deductible for employees in a title Salary Grade 6 or below, or an employee equated to a position title Salary Grade 6 or below, shall be $500 per enrollee, $500 per enrolled spouse/domestic partner, and $500 per all dependent children combined. Effective October 1, 2012,

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

12.5(f) The basic medical component shall pay 80 percent reimbursement of reasonable and customary charges for covered expenses in a calendar year until the coinsurance maximum is reached, then 100 percent of reasonable and customary covered expenses as described below. Effective January 1, 2010 the maximum annual co-insurance out-of-pocket expense under the basic medical component will be $800 per enrollee; $800 per enrolled spouse or domestic partner; and $800 for all dependent children combined.

Effective January 1, 2011 and on each successive January 1, the maximum annual coinsurance out-of-pocket expense will increase by a percentage amount equal to the percentage increase in the medical care component of the CPI for Urban Wage Earners and Clerical Workers, All Cities (CPI-W) for the period July 1 through June 30 of the preceding year. Effective October 1, 2012, the combined annual coinsurance maximum will increase to $3,000 per enrollee, $3,000 for the enrolled spouse/domestic partner, and $3,000 for all dependent children combined. Effective October 1, 2012, for employees in a title Salary Grade 6 or below, or an employee equated to a title position Salary Grade 6 or below, the combined annual coinsurance maximum shall be $1,500 per enrollee, $1,500 per enrolled spouse/domestic partner, and $1,500 per all dependent children combined.

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

12.5 (g) Effective October 1, 2011, covered preventive care services, as defined in the 2010 Federal Patient Protection and Affordable Care Act, shall be paid-in-full (not subject to copayment) when received from a participating provider.

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

12.6 NYSCOPBA Empire Plan Enhancements

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

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

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

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

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

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

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

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

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

(h) Charges by participating providers for professional services for allergen immunotherapy in the prescribing physician's office or institution and chronic care services for chemotherapy, radiation therapy, or hemodialysis will be excluded from the office visit copayment.

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

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

(k) Dual Annuitant Sick Leave Credit

An employee who is eligible to continue health insurance coverage upon retirement and who is entitled to a sick leave credit to be used to defray any employee contribution toward the cost of the premium, may elect an alternative method of applying the basic monthly value of the sick leave credit.

Employees selecting the basic sick leave credit may elect to apply up to 100 percent of the calculated basic monthly value of the credit toward defraying the required contribution to the monthly premium during their own lifetime. If employees who elect that method predecease their eligible covered dependents, the dependents may, if eligible, continue to be covered, but must pay the applicable dependent survivor share of the premium.

Employees selecting the alternative method may elect to apply only up to 70 percent of the calculated basic monthly value of the credit toward the monthly premium during their own lifetime. Upon the death of the employee, however, any eligible surviving dependents may also apply up to 70 percent of the basic monthly value of the sick leave credit toward the dependent survivor share of the monthly premium for the duration of the dependents' eligibility. The State has the right to make prospective changes to the percentage of credit to be available under this alternative method for future retirees as required to maintain the cost neutrality of this feature of the plan.

The selection of the method of sick leave credit application must be made at the time of retirement, and is irrevocable. In the absence of a selection by the employee, the basic method shall be applied.

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

Effective April 1, 2010 language under the Home Care Advocacy Program for the purchase of Durable Medical Equipment will be modified as follow:

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

The Home Care Advocacy Program (HCAP) non-network benefit for individuals who fail to have medically necessary designated HCAP services and supplies pre-certified by calling HCAP and/or individuals who use a non-network provider will be subject to the following provisions:

- Where nursing services are rendered, the first 48 hours of nursing care will not be a covered expense;
- Services (including nursing services), equipment and supplies will be subject to the annual basic medical deductible and reimbursed at 50 percent of the HCAP network allowances; the basic medical out-of-pocket maximum will not apply to HCAP designated services, equipment and supplies.

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

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

(o) Services for examinations and/or purchase of hearing aids shall be a covered basic medical benefit not subject to deductible or coinsurance. The hearing aid reimbursement is $1,500, per hearing aid, per ear, once every four years, not subject to deductible or coinsurance. For children 12 and under the same benefits can be available after 24 months, when it is demonstrated that a covered child's hearing has changed significantly and the existing hearing aid(s) can no longer compensate for the child's hearing impairment. Coincident with the implementation of the hearing aid allowance, if a significant change in hearing occurs and the existing hearing aid(s) can no longer compensate for the hearing impairment, eligible enrollees over the age of 12 may be eligible to receive the benefit prior to 4 years.

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

- access to designated “Centers of Excellence” including a travel benefit;

- treatment of “couples” as long as both partners are covered either as enrollee or dependent under the Empire Plan;

- The lifetime coverage limit per individual is $50,000;

- prior authorization required for certain procedures.

(q) The medical component of the Empire Plan shall include a voluntary nurse-line feature to provide both clinical and benefit information through a toll-free phone number.

(r) (1) Mastectomy Brassieres prescribed by a physician, including replacements when it is functionally necessary to do so, shall be a covered benefit under the basic medical component of the Empire Plan.

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

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

(s) The cost of certain injectable adult immunizations shall be a covered expense, subject to copayments, under the participating provider portion of the Empire Plan. Effective October 1, 2011, no copayment shall be required (Herpes Zoster for patients under age 60 will be subject to copayment). The list of immunizations shall include Influenza, Pneumococcal Pneumonia, Measles, Mumps, Rubella, Varicella,

Herpes Zoster, Human Papilloma Virus (HPV), Meningococcal Meningitis and Tetanus, and shall be subject to protocols developed by the medical program insurer.

(t) A Medical Flexible Spending Account (MFSA) shall be available to eligible employees. Eligible expenses under the Medical Flexible Spending Account include over-the-counter medications according to guidelines developed by the Medical Flexible Spending Account Administrator.

(u) The Empire Plan hospital program will include a voluntary "Centers of Excellence" program for organ and tissue transplants. The Centers will be required to provide pre-transplant evaluation, hospital and physician service (inpatient and outpatient), transplant procedures, follow-up care for transplant related services and any other services as identified during implementation as part of an all-inclusive global rate. A travel allowance for transportation and lodging will be included as part of the Centers of Excellence program.

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

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

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

orthotics obtained through an approved prosthetic/orthotic network provider will be paid in full under the participating provider component of the Empire Plan, not subject to copayment. For prostheses or orthotics obtained other than through an approved prosthetic/orthotic network provider, reimbursement will be made under the basic medical component of the Empire Plan, subject to deductible and coinsurance.

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

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

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

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

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

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

Non-network Coverage: For diabetic shoes obtained other than through the Home Care Advocacy Program, reimbursement will be made under the basic medical component of the Empire Plan, subject to deductible and the remainder paid at 75% of the network allowance up to a maximum annual allowance of $500.

(aa) Effective January 1, 2010 prosthetic wigs shall be a covered basic medical benefit and shall be reimbursed up to a lifetime maximum of $1500 not subject to deductible or coinsurance.

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

(cc) The State and the NYSCOPBA Joint Committee on Health Benefits will explore the possible implementation of additional Disease Management and/or Wellness activities to support enrollees with chronic illnesses and employees seeking to improve their general health and well-being.

- Effective January 1, 2010 a disease management program for chronic kidney disease will be implemented under the Empire Plan Medical Component.

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

12.7 Prescription Drug Services

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

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

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

- On a case-by-case basis, when a physician provides sufficient medical justification of the need for a brand-name drug where a generic equivalent is available, the Program administrator will review the physician's request and rule on the appropriateness of a waiver of the mandatory generic substitution.

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

- $5 Generic
- $15 Preferred-Brand
- $30 Non-Preferred Brand Effective April 10, 2010 the non-preferred brand name copayment shall be $40

Effective October 1, 2012, the copayment for prescription drugs purchased at a retail or mail service pharmacy for up to a 30-day supply shall be as follows:

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

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

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

- $10 Generic
- $30 Preferred Brand
- $60 Non-Preferred Brand Effective April 10, 2010 the non-preferred brand name copayment shall be $70

Effective October 1, 2012, the copayment for prescription drugs purchased at a retail pharmacy for a 31-90 day supply shall be as follows:

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

When a brand-name prescription drug is dispensed and an FDA-approved generic equivalent is available, the member will be responsible for the

difference in cost between the generic drug and the non-preferred brand-name drug, plus the non-preferred brand-name copayment; not to exceed the cost of the drug.

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

- $5 Generic
- $20 Preferred Brand
- $55 Non-Preferred Brand Effective April 10, 2010 the non-preferred brand name copayment shall be $65.

Effective October 1, 2012, the copayment for prescription drugs purchased at the mail service pharmacy for a 31-90 day supply shall be as follows:

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

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

12.7(c) Effective April 1, 2010 Level One, currently reserved for Generic Drugs only, may include brand name medications that are determined by the Prescription Drug Insurer/Administrator to be a “best value.” Generic drugs, that are determined not to add value to the Plan or the enrollee, may be placed in Level 2 or Level 3. The

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

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

12.7(e) Specialty Medication Component: Effective April 1, 2010, the Empire Plan Specialty Drug Program will be implemented. The Program will consist of a network of one or more Specialty Pharmacies.

1. For purposes of this Program, Specialty Drugs that are eligible for inclusion are defined as:

“orphan drugs”;

drugs requiring special handling, special administration and/or intensive patient monitoring/testing;

biotech drugs developed from human cell proteins and DNA, targeted to treat disease at the cellular level; or,

other drugs identified by the Program as used to treat patients with chronic or life threatening diseases.

2. Enrollees currently using, and physicians currently prescribing drugs that will be included in the Specialty Program will be notified in writing at least 30 days in advance of the implementation date.

3. Following implementation, enrollees may fill no less than one prescription for a drug included in the Specialty Program at a Non-Specialty Network pharmacy, except for

those drugs identified as being used for short-term therapy for which a delay in starting therapy would not affect clinical outcome.

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

5. Beyond the initial fill(s) described in (3) above, enrollees must contact the Specialty Referral Line, accessible through the NYSHIP toll-free telephone line, prior to obtaining a drug included in the Specialty Program, in order to receive the maximum available benefit. Enrollee calls will be transferred directly to the participating specialty pharmacy that has agreed to provide the drug in question.

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

7. Any and all prescription(s), initial or refill, beyond those provided for in paragraph (b), for designated Specialty Drugs will be limited to a 30-day supply, unless otherwise agreed to by the State and the Program administrator.

8. All Specialty Pharmacies that are participating in the Specialty Drug Program will provide enrollees with 24/7/365 access to a pharmacist.

9. Drugs meeting the above definition of a “Specialty Drug” will be excluded from coverage under the “standard” Empire Plan Prescription Drug benefit and will be provided through the Empire Plan Specialty Drug Program.

10. Drugs meeting the above definition of a “Specialty Drug” that are not included in the Empire Plan Specialty Drug benefit will continue to be covered under the “standard” Empire Plan Prescription Drug Program.

11. Drugs included in the Specialty Drug Program will be assigned to tiers and subject to the same copayments as drugs covered under the “standard” Empire Plan Prescription Drug benefit.

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

12.8 Premium Contribution

12.8(a) The State agrees to pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent coverage, provided under the Empire Plan. The State shall pay 90 percent for individual prescription drug coverage and 75 percent for dependent prescription drug coverage 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 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. 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.

12.8(b) 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 of each HMO, not to exceed, 100 percent of its dollar contribution for those components under the Empire Plan. The State will pay 90 percent of the cost of individual prescription drug coverage and 75 percent of the cost of dependent prescription drug coverage under the 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 hospital/medical/mental health and substance abuse component of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan, and the State agrees to pay 88 percent of the cost of individual prescription drug coverage and 73 percent of dependent prescription drug coverage under each participating HMO. Effective October 1, 2011, for employees in a title Salary Grade 10 and above (or an employee 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 component of each HMO, not to exceed 100 percent of its dollar contribution for those components under the Empire Plan, and the State agrees to pay 84 percent of the cost of individual prescription drug

coverage and 69 percent of the cost of dependent prescription drug coverage under each participating HMO.

12.8 (b)(1) Effective October 1, 2012, NYSHIP enrollees who can demonstrate and attest to having other, non-State sponsored coverage may annually opt-out of NYSHIP's Empire Plan or Health Maintenance Organizations. Enrollees who choose to opt-out of NYSHIP coverage will receive an annual payment of $1,000 for opting out of individual coverage or $3,000 for opting out of family coverage. The opt-out program will allow for re-entry to NYSHIP during the calendar year subject to a Federally Qualifying Event and during the annual option transfer period. The enrollee must be enrolled in NYSHIP prior to April 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 pro-rated over the twenty-six (26) payroll cycles and appear as a credit to the employee's wages for each bi-weekly payroll period the eligible individual is qualified. For the 2012 plan year NYSCOPBA members will be permitted to opt out of coverage under the State health plans subsequent to ratification, and will be entitled to a pro-rata share of the annual payment for the remaining portion of the program year.

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

12.8(d) The unremarried spouse of an active employee, who dies after April 1, 1979 and who, at the date of death was vested in the Employee's Retirement System and vested for the purpose of health insurance and within ten years of his/her first date

of eligibility for retirement shall be permitted to continue coverage in the health insurance program with payment at the same contribution rates as required of active employees.

12.9 Option Transfer

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

(a)(1) If the rate renewals are not available by the time of the option transfer period, then the option transfer period shall be extended to assure ample time for employees to transfer.

12.10 Joint Committees on Health and Dental Benefits

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

(b) The State shall seek the appropriation of funds by the Legislature to support committee initiatives and to carry out the administrative responsibilities of the Joint Committee. Funding for the Joint Committee shall be as follows: $165,000 for the

period April 1, 2012 to March 31, 2013; $165,000 for the period April 1, 2013 to March 31, 2014; $168,300 for the period April 1, 2014 to March 31, 2015; and, $171,666 for the period April 1, 2015 to March 31, 2016. In no case will more than 50% of these appropriations be allocated to either the State or NYSCOPBA individually.

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

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

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

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

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

(h) The Joint Committee on Health and Dental Benefits shall work with appropriate State agencies to make mutually agreed upon changes in the Plan benefit structure through such initiatives as: (1) HMO Workgroup (participation/efficiency); (2) Ambulatory Surgery Center development; (3) HCAP/ER benefit-review; (4) The ongoing review of the Managed Physical Medicine Program; (5) Review of the appropriateness

of providing a benefit for autologous blood donations; (6) Review the appropriateness of additional chronic copayment waivers; (7) Work with the dental carrier to increase access to participating dental specialists such as orthodontists; (8) Explore the addition of a Lyme Vaccine to the list of injectable adult immunizations should one become available (9) Work with the State to monitor and oversee a voluntary disease management program under the medical component of the Empire Plan; (10) The ongoing review of a Medical Flexible Spending Account; (11) Work with the State to monitor and oversee the voluntary “Centers of Excellence” program for organ and tissue transplants within the hospital component of the Empire Plan; (12) work with the State and medical carrier to develop an enhanced network of urgent care facilities; (13) work with the State to implement a direct debit vehicle to be utilized under the Medical Flexible Spending Account; (14) Work with the State to implement and oversee a Bariatric Surgery Program; (15) Work with the State to implement and oversee a Healthy Back Disease Management Program.

12.11 Vision Care Benefits

The State shall continue to provide for and pay the full cost for the vision care plan in effect as of March 31, 2009.

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

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

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

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

(e) Covered Plan eye glasses (frames and lenses) and/or contact lenses may be obtained within (90) ninety days after a vision examination by a participating Vision Care Plan Provider.

(f) If new lenses are required due to vision changes resulting from a medical condition for which the individual is under the care of a physician, vision care benefits, including an examination, new lenses and, if appropriate, new frames, shall be available sooner than once every two years, but not sooner than one year from the last use of vision care benefits, upon written documentation by an ophthalmologist that the medical condition has caused a vision loss that requires a new prescription. Documentation of the vision loss must be provided in writing by the ophthalmologist each time a new prescription is needed sooner than the standard two-year interval.

(g) Covered plan lenses shall include photosensitive lenses (plastic or glass), no-line bifocals, ultra thin lenses, and scratch resistant coating

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

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

1. Lasik and other corrective vision care procedures performed to correct nearsightedness and/or farsightedness and not covered by the Empire Plan or an HMO shall be a covered service for employees only.

2. Spouses/Domestic Partners and dependent children shall be eligible to participate in a “discount program” providing up to a 25 percent savings for the procedures identified in item #1 but will be responsible for any and all costs associated with such procedures.

3. Corrective Vision Care coverage shall only be available through a network of participating board eligible/board certified ophthalmologists trained in this field. The Vision Care Plan administrator shall be responsible for the network and will make every effort to recruit and retain providers throughout New York State.

4. Corrective Vision Care coverage shall include a preliminary exam, the actual procedure and up to two follow-up visits.

5. Employees receiving such services shall have a copayment equal to 10% of the discounted cost of the procedure up to an out-of-pocket maximum of $200.

6. Employees shall be eligible for one Corrective Vision Care procedure every 5 years per eye.

7. The NYSCOPBA Joint Committee on Health Benefits shall review the Corrective Vision Care coverage component at regular intervals to monitor utilization, network adequacy and cost.

8. The five (5) year limit may be waived based on evidence of a significant vision change due to injury or illness.

12.12 Dental Care Benefits

The State shall continue to provide dental benefits at the same level as were in effect March 31, 2009, except as modified as follows:

(a) The allowances paid shall be at a level sufficient to retain or add participating dentists and specialists. The State shall continue to pay the full premium of the dental insurance plan.

(b) The Plan shall include coverage for the application of sealants to the primary teeth of dependent children age 13 and under.

(c) The nonparticipating provider reimbursement will be increased to an amount equal to 100 percent of the schedule for basic and prosthetic services.

(d) The maximum annual benefit for covered participating and nonparticipating services is $2300 per person.

(e) The maximum lifetime benefit for orthodontic treatment is $2300.

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

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

12.14 Mental Health and Substance Abuse Treatment

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

12.14(a) NETWORK BENEFIT

- Mental Health Coverage
    - Paid-in-full medically necessary hospital services and inpatient physician charges when provided by, or arranged through, the network;
    - Effective April 1, 2010, outpatient care provided by, or arranged through, the network will be covered subject to a $20 per visit copayment.
    - Up to three visits for crisis intervention provided by, or arranged through, the network will be covered without copay.
- Alcohol and Other Substance Abuse Coverage
    - Paid in full medically necessary care for hospitalization or alcohol/substance abuse facilities when provided by, or arranged through, the network;
    - Outpatient care provided by, or arranged through, the network will be subject to the participating provider office visit copayment.
- Benefit Maximums
    - Effective January 1, 2010 medically necessary inpatient alcohol and substance abuse treatment will be unlimited.

12.14(b) NON-NETWORK BENEFIT

- Mental Health

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

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

- Substance Abuse

- Medically necessary inpatient alcohol and substance abuse treatment will be unlimited effective January 1, 2010.
- Coincident with the increase in the Basic Medical deductible and coinsurance, the substance abuse deductible and coinsurance will increase accordingly effective January 1, 2010.
- Effective January 1, 2010 the methodology for calculating non-network inpatient and outpatient reimbursement will be the same as the methodology for non-network hospital and medical services;
- Expenses applied against the deductible and coinsurance levels indicated above will not apply against any deductible or coinsurance maximums under the basic medical portion of the Plan. Effective January 1, 2012, covered expenses for

non-network mental health and substance abuse treatment will be included in the combined deductible and combined coinsurance maximum.

- Disease Management
  - Under the Mental Health and Substance Abuse Program a disease management program for depression is available. Effective, March 31, 2010, or as soon as practicable, disease management programs for eating disorders, including appropriate nutritional services; and ADHD will be implemented.

12.15 Managed Physical Medicine Program (MPMP)

The Empire Plan's medical care component will offer a comprehensive managed care network benefit for the provision of medically necessary physical medicine services, including physical therapy and chiropractic treatments as follows:

- Authorized network care will be available, subject only to the Plan's participating provider office visit copayments.
- Unauthorized medically necessary care, at enrollee choice, will also be available, subject to a $250 annual deductible per enrollee, $250 per spouse and $250 deductible for one or all dependent children and a maximum payment of 50 percent of the network allowance for the service provided.
- Maximum benefits for non-network care will be limited to $1,500 in payments per person per calendar year. Deductible/coinsurance payments will not be applicable to the Plan's annual basic medical deductible/coinsurance maximums.

ARTICLE 13

Education and Training

13.1 Effective April 1, 2012, the Employer will recommend an appropriation by the Legislature of $158,500 for that year and each successive of this Agreement as set forth in Article 1 for implementation of education and training programs for employees of this Unit. Effective April 1, 2014 this amount will be increased to $161,670 and effective April 1, 2015 the amount shall be increased to $164,903*

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

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

13.4 In order to provide for proper training or orientation, any new employee or any employee who transfers to a new facility, is promoted, demoted, or assumes a new assignment as the result of successfully bidding pursuant to the provisions of Article 24 of this Agreement, shall not be eligible to bid for job assignments or shifts during the 60-

day period immediately following the assumption of new duties resulting from any such transfer, promotion, demotion, or successful bid.

13.5 (a) Effective April 1, 2012 the Employer will appropriate funds of $200,000 for each year of this Agreement, as set forth in Article 1, to provide an Employee Assistance Program for employees in this Unit. Effective April 1, 2014 that amount shall be increased to $204,000; Effective April 1, 2015 that amount shall be increased to $208,080.

(b) Effective April 1, 2012 the Employer will appropriate funds of $156,000 for each year of this Agreement, as set forth in Article 1, to provide an Organizational Alcoholism Program for employees in this Unit. Effective April 1, 2014 that amount shall be increased to $159,120; Effective April 1, 2015 that amount shall be increased to $162,302.

13.6 Effective April 1, 2012 the Employer will appropriate funds of $100,000 for each year of this Agreement, as set forth in Article 1, to enhance labor/management training efforts for employees in this Unit. Effective April 1, 2014 that amount shall be increased to $102,000; Effective April 1, 2015 that amount shall be increased to $104,040.

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

ARTICLE 14

Attendance and Leave

14.1 Vacation Credits

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

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

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

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

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

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

(e) Vacation credits may be accumulated up to a maximum of 40 days provided, however, that in the event of death, retirement, or separation from service, employees shall be compensated in cash for accrued and unused vacation credits only up to a maximum of 30 days. An employee at the vacation accrual maximum (40 days) or who will exceed the accrual maximum at the next accrual period whose written request for the use of vacation credits is denied, in writing, may accumulate more than 40 days of

such credits during a year, provided, however, that the employee's balance of vacation credits does not exceed 40 days on October 1 of each year.

14.2 Personal Leave

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

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

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

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

14.3 Bereavement Leave

(a) Employees shall be allowed to charge absences from work in the event of death or illness in the employee's immediate family against accrued sick leave credits up to a maximum of 15 days in any one calendar year.

(b) For the purpose of defining eligibility for paid leave because of illness or death in the family, the term "family" shall be defined as the employee's spouse, child, parent, grandparent, brother, sister, aunt, uncle, parent-in-law, brother-in-law, sister-in-

law, grandchild, step-sibling, step-parent, step-child or any person living in the employee's household.

(c) Requests for bereavement leave shall be subject to approval of the appointing authority; such approval shall not be unreasonably denied.

14.4 Sick Leave Accumulation

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

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

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

14.5 Leave--Probationary Employees

Every permanent employee holding a position in the competitive class and appointed to a State position from an open competitive eligible list shall be granted a leave of absence from his position for the duration of his probationary term.

14.6 Alternate Examination Dates

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

14.7 Absence--Extraordinary Circumstances

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

14.8 Jury Duty

(a) Except as provided in section 14.8(b), when an employee submits proof of the necessity of jury service or appearance as a witness pursuant to subpoena or other order of a court or body, an employee shall be granted a leave of absence with pay with

no charge against leave credits. This section shall not apply to any absence of an employee occasioned by an appearance in an action to which such employee is a party unless the action brought against the employee is job related.

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

14.9 Workers' Compensation Leave

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

(a) An employee necessarily absent from duty because of occupational injury or disease as defined in the Workers' Compensation Law who is allowed leave from his position for the period of his absence necessitated by such injury or disease shall be: (1) first granted compensation leave with pay without charge to leave credits not exceeding cumulatively six months; and (2) upon exhausting leave pay benefits under (1) above be allowed to draw accrued leave credits; and (3) upon exhausting leave with full pay benefits under (1) and (2) above be allowed sick leave at half pay for which he

may be eligible during such leave unless: (i) there is good and sufficient reason to believe that the disability resulting from such injury or disease is not job related or is primarily due to some pre-existing medical condition; (ii) there is good and sufficient reason to believe that the employee could report for work on a full-time or part-time basis; (iii) the employee's services would have been terminated or would have ceased under law; or (iv) the employee's claim for benefit is controverted by the State Insurance Fund.

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

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

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

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

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

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

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

14.10 Unauthorized Absence

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

14.11 Medical Verification

(a) When the State requires that an employee who has been absent due to illness or injury be medically examined by a physician chosen by the appointing authority before such employee is allowed to return to work, the appointing authority will make a reasonable effort to ensure that the examination is completed in a timely manner as provided herein.

(b) If, no more than ten working days prior to the date specified by the employee's physician as the date upon which the employee may return to work, the employee provides the appointing authority with his/her physician's statement indicating that the employee is able to return to work without restrictions and specifying the date, the appointing authority shall have a total of 20 working days from the date of such advance notice, which shall include the 10 working days following the specified return-to-work date, to complete medical examinations. For each working day of advance notice from the employee less than 10, the appointing authority shall have an additional working day beyond the return-to-work date to complete medical examinations.

(c) If, upon completion of the 20 working day period provided for in Section 14.11 (b), the appointing authority's physician(s) has not completed the examination(s) of the employee or reached a decision concerning the employee's return to work, the

employee shall be placed on leave with pay without charge to leave credits until the examination is completed, a decision made and, if approved, the employee is returned to work. The employee may not return to work, however, until the employee has been examined by the appointing authority's physician and given approval to work. The leave with pay provision of this section shall not apply where the failure of the appointing authority's physician to complete the medical examination is attributable to the employee's failure to appear for the examination or the employee's refusal to allow it to be held.

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

(e) When, in accordance with the provisions of this section, the State exercises its right to require an employee to be examined by a physician selected by the

appointing authority, the employee shall be entitled to reimbursement for actual and necessary expenses incurred as a result of travel in connection with such examination, including transportation costs, meals and lodging, in accordance with the Comptroller's rules and regulations pertaining to travel expenses.

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

14.12 Deficit Reduction Leave

(a) Interest Arbitration ineligible employees

(1) Employees shall be eligible to take 9 days, or the amount credited to them, of deficit reduction leave from the date of ratification of the agreement with Interest Arbitration ineligible employees until March 31, 2013.

(2) The scheduling of such dates off will be subject to supervisory approval. The State will ensure that each employee is allowed to take days off in accordance with this provision.

(3) The exact cash value of the four days of deficit reduction leave from fiscal year 2012-2013 shall be repaid to employees in equal installments over 39 payroll periods beginning with the final payroll period of fiscal year 2015-2016.

(4) Effective October 1, 2012, the vacation accrual maximum in Article 14.1(e) shall be increased to 45 days. The vacation accrual maximum will return to 40 days on October 1, 2013.

(b) Interest Arbitration eligible employees

(1) Employees shall be eligible to take 9 days, or the amount credited to them, of deficit reduction leave from the date of ratification of the agreement with Interest

Arbitration eligible employees until September 30, 2014. Leave will be pro-rated for employees hired on or after March 26, 2012 based on the 4 days for fiscal year 2012-2013.

(2) The scheduling of such dates off will be subject to supervisory approval. The State will ensure that each employee is allowed to take days off in accordance with this provision. Employees may elect to use leave for all absences, including block vacations, in the same manner as vacation leave. Such leave may not be used to cover unscheduled absences such as calling in sick but may be used for pre-planned appointments with prior supervisory approval including medical appointments or pre-scheduled absences normally charged to sick leave.

(3) The exact cash value of the four days of deficit reduction leave from fiscal year 2012-2013 shall be repaid to employees in equal installments over 39 payroll periods beginning with the final payroll period of fiscal year 2015-2016.

(4) Effective October 1, 2012 and October 1 2013, the vacation accrual maximum in Article 14.1(e) shall be increased to 45 days. The vacation accrual maximum will return to 40 days on October 1, 2014.

(5) After ratification, the State will initiate a waiver period pursuant to Article 16.2 to permit employees to revoke existing waivers for fiscal year 2012-2013.

14.13 Workforce Reduction Limitation

For the Fiscal Years 2011-2012 and 2012-2013, employees shall be protected from layoffs resulting from the facts and circumstances that give rise to the present need for $450 million in workforce savings. 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. Workforce reductions due to the closure or restructuring of facilities, as authorized by legislation or the State's Spending and Government Efficiency Commission's determinations are excluded from these limitations.

ARTICLE 15

Overtime, Recall and Scheduling

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

15.1 Overtime

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

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

(b) An employee requesting to be skipped when it becomes his turn to work overtime shall not be rescheduled for overtime work until his name is reached again in orderly sequence and an appropriate notation shall be made in the overtime roster.

(c) In the event no employee wishes to perform the required overtime work, the Employer shall by inverse order of this seniority list assign the necessary employees required to perform the work in question.

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

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

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

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

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

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

15.2 Recall

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

15.3 Shift Changes

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

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

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

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

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

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

15.4 Overtime Meal Allowance

An overtime meal allowance of $5.00 [effective 4/1/04, $5.50 for Interest Arbitration ineligible employees only] shall be paid, subject to rules and regulations of the Comptroller, to employees who work at least three hours overtime on a regular

working day or at least six hours overtime on other than a regular working day. When an employee is required to work nine hours or more on other than a regularly scheduled working day, two meal allowances will be allowed.

ARTICLE 16

Holiday Pay

16.1 Option

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

16.2 Waiver

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

16.3 Accumulation

(a) Employees who receive compensatory time off for time worked on holidays or in lieu of holidays that fall on employees' pass days shall continue to have such earned compensatory time off added to and included in their vacation accruals and shall liquidate such time according to rules governing the use of vacation. This method, adopted in 1972, is not intended, however, to change practices concerning the use of

accrued credits. For example, at facilities using a "wheel" or "block" system, employees may use their accruals in excess of those needed for the "wheel" or "block" schedules in conjunction with their scheduled vacations or separately.

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

16.4 Holiday Observances

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

(b) When December 25 and January 1 fall on Sundays and are observed as State holidays on the following Mondays, employees whose work schedule includes December 25 and/or January 1 shall observe the holiday on those dates, or if required to work, may receive additional compensation or compensatory time off in accordance with Section 16.1 of this Agreement. In such event, for those employees, December 26 and January 2 will not be considered holidays.

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

16.5 Definition

As used in this Agreement, the term holiday shall mean: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day, Thanksgiving Day, Christmas, or a day designated by the State to be observed as a

holiday in lieu of such holiday, and any other day designated as a holiday for State employees by the Governor as an Employer.

ARTICLE 17

Travel Allowances

17.1 Per Diem Meal and Lodging Expenses

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

(a) Effective on the date of execution of this Agreement:

(1) In the City of New York and the Counties of Nassau, Suffolk, Rockland and Westchester, not to exceed $50, except as specified by the Comptroller in accordance with law.

(2) In the cities of Albany, Rochester, Buffalo, Syracuse, and Binghamton and their respective surrounding metropolitan areas, not to exceed $40, except as specified by the Comptroller in accordance with law.

(3) In places elsewhere within the State of New York not to exceed $35, except as specified by the Comptroller in accordance with law.

(4) In places outside the State of New York, at least $50 per day except as specified by the Comptroller in accordance with law.

(b) Effective on the date of execution of this Agreement:

(1) Receipted lodging and meal expenses for authorized overnight travel in locations within and outside of New York State shall be reimbursed to a maximum of published per diem rates as specified by the Comptroller. Said rates shall be equal to

the combined per diem lodging and meal reimbursement rate provided by the federal government to its employees for such locations.

(2) In locations for which no specific rate is published, receipted lodging and meal expenses for authorized overnight travel within and outside of New York State shall be reimbursed to a maximum of the combined per diem lodging and meal reimbursement rate provided by the federal government to its employees for such locations.

(3) The rates in paragraphs (1) and (2) above shall be revised in accordance with any revision made in the per diem rates provided by the federal government to its employees.

(c) When the employee is in travel status for less than a full day, and incurs no lodging charges, reasonable and necessary receipted expenses will be allowed for breakfast and dinner as determined by the Comptroller in accordance with law.

(d) Employees shall be eligible for advance payments for authorized official travel for lodging and meals subject to the Comptroller's Rules and Regulations.

17.2 Mileage Allowance

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

17.3 Triborough Bridge Tolls

The Employer agrees to arrange for work-related passage over the Triborough Bridge without cost for car tolls to employees employed and not residing at facilities at

Ward's Island, New York, operated by the New York State Department of Mental Hygiene for the reasons that (a) heretofore, free ferry service was provided to the Island, which service has been discontinued, and (b) there is no other way for such employees to reach their work by car except over a toll bridge.

17.4 Escort Meal Allowance

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

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

ARTICLE 18

Payroll Computation

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

18.2 The Employer agrees that paychecks issued to employees will be delivered no later than Thursday following the end of the next succeeding payroll period.

When employees leave State service, their final salary check shall be issued at the end of the payroll period next following the payroll period in which their service is discontinued. This final salary check shall be paid at the employee's then-current salary rate.

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

ARTICLE 19

Credit Union Deductions

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

ARTICLE 20

Uniforms

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

20.1 When the Employer requires an employee to wear a uniform, the Employer shall continue to furnish such employee with a uniform or replacement of such part of such uniform as may reasonably be necessary pursuant to the policies of each appointing authority which were in effect on March 31, 1985 except as modified in Section 20.2 below.

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

December 1, 2009 - $681
December 1, 2010 - $708

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

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

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

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

ARTICLE 21

Indemnification

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

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

21.3 The Employer acknowledges its obligations to provide for the defense of its employees, and to save harmless and indemnify such employees from financial loss as hereinafter provided, to the broadest extent possible consistent with the provisions of

Section 17 of the Public Officers Law in effect upon the date of execution of this Agreement.

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

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

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

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

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

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

21.8 The Employer and the Union agree to enter into a contract to provide for the implementation of a legal defense fund, in the amount of $150,000 in accordance with such terms as shall be jointly agreed upon by the parties and subject to the approval of the Comptroller, to be administered by the Union to provide legal defense for the members of the Security Services Unit who are represented by the Union for each year covered by this Agreement who may be defendants or witnesses in criminal or civil matters arising out of the discharge of their duties and in the course of their employment where Public Officers Law Sections 17 and 19 do not provide such representation.

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

ARTICLE 22

Safe Working Conditions

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

22.2 Any matters pertaining to safety standards and conditions may be discussed in labor/management committees at the appropriate level including the executive level.

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

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

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

ARTICLE 23

Reimbursement for Property Damage

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

23.2 The Employer agrees to provide for payments of up to $350 out of local funds at the institution level as provided by subdivision 12 of Section 8 of the State Finance Law.

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

ARTICLE 24

Seniority

24.1 For the purposes of this Article, seniority shall be defined as the length of an employee's uninterrupted service in title including sick leave, military leaves not to exceed four years, and other leaves of absence which do not exceed one year and Workers' Compensation Leave.

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

24.3 The Employer shall have the right to make any job or shift assignment necessary to maintain the services of the department or agency involved. However, job assignments and shift selection shall be made in accordance with seniority provided the employee has the ability to properly perform the work involved. Before making a permanent assignment the Employer shall post all permanent vacancies in shifts or job assignments for a period of 30 days during which employees may bid. Bids shall be awarded at the end of the 30 day bidding period. The employee will start the new assignment within two weeks after the close of the 30 day bid period except when extended by mutual consent, but in no case longer than 30 days from the award of the bid. Grievances arising under this section shall be processed up to Step 3 of the grievance procedure but not to arbitration.

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

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

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

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

ARTICLE 25

Labor/Management Committees

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

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

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

25.4 Labor/management committee meetings shall be conducted in good faith. These committees shall have no power to contravene any provisions of this Agreement or to agree to take any action beyond the authority of the management at the level at

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

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

25.6 The Employer and the Union will review the manner in which quality of work life efforts should be provided in this unit. Effective April 1, 2012, funding will be appropriated for that year and each successive year of this Agreement, as set forth in Article 1.1, for a statewide labor/management committee in the amount of $279,000.

Effective April 1, 2014 that amount shall be increased to $284,580; Effective April 1, 2015 that amount shall be increased to $290, 272.

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

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

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

25.8 The Employer shall not contract out for goods and services performed by employees which will result in any employee being reduced or laid off without prior

consultation with the Union concerning any possible effect on the terms and conditions of employment of employees covered by this Agreement.

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

For each full-time annual salaried unit employee, the Employer shall deposit an amount in the employee benefit fund as follows: April 1, 2009, $40; April 1, 2010, $40; April 1, 2011, $40; April 1, 2012, $40; April 1, 2013, $40; April 1, 2014, $40.80; April 1, 2015, $41.62. For the purposes of determining the amount to be deposited in accordance with this section, the number of employees shall be determined to be the number of full-time annual salaried unit employees on the payroll each preceding March 1, as set forth above in this paragraph.

25.10 Family Benefits

(a) Dependent Care Advantage Account (DCAA)

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

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

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

In subsequent years, the Employer contribution may be increased or reduced so as to fully expend available funds for this purpose, while maintaining salary sensitive differentials. In no event shall the aggregate employer contribution exceed the amounts provided for this purpose. In the interest of providing greater availability of dependent care and other services to NYSCOPBA-represented employees and maximizing resources available, the Family Benefits Program may support additional initiatives as recommended by the Advisory Committee.

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

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

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

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

(d) Effective April 1, 2012 funding for the programs in this section, 25.10, shall be provided as follows: for DCAA and LifeWorks, $430,500 for that year and each successive year of the contract as set forth in Article 1.1. Effective April 1, 2014 that amount shall be increased to $439,110; Effective April 1, 2015 that amount shall be increased to $447,892. This shall include funding for Directions with the agreed upon amount for each year. The parties agree that such funding is effective on the April 1, 2012, and shall sunset on the expiration date of this Agreement, unless extended by written mutual agreement by the parties.

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

ARTICLE 26

No Strike Clause

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

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

ARTICLE 27

Preservation of Benefits

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

ARTICLE 28

Savings Clause

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

ARTICLE 29

Printing of Agreement

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

ARTICLE 30

APPROVAL OF THE LEGISLATURE

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 31

Conclusion of Collective Negotiations

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

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

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

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

DATED:

FOR NYS CORRECTIONAL OFFICERS AND POLICE BENEVOLENT ASSOCIATION

SECURITY UNIT EMPLOYEES

_____
Donn Rowe
President

_____
Vincent Blasio
Secretary

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

_____
Joseph Bress
Chief Negotiator

_____
Michael Volforte
Interim Director

_____
Darryl Decker
Assistant Director
Employee Benefits Management Unit

_____
Robert Dubois
Director
Employee Benefits Division
Department of Civil Service

APPENDIX A-1

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION INELIGIBLE
Effective March 26, 2009 (Institution) and
Effective April 2, 2009 (Administration)

SG	Hiring Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step	Long Max. 25 Yr. Long Step
1	21404	22312	23220	24128	25036	25944	26852	908	28491	29933	32537	33979
2	22193	23149	24105	25061	26017	26973	27929	956	29662	31187	33863	35388
3	23298	24295	25292	26289	27286	28283	29280	997	31088	32679	35410	37002
4	24355	25406	26457	27508	28559	29610	30661	1051	32690	34233	37039	38582
5	25520	26623	27726	28829	29932	31035	32138	1103	34138	35895	38776	40535
6	26869	28032	29195	30358	31521	32684	33847	1163	35953	37809	40771	42627
7	28403	29612	30821	32030	33239	34448	35657	1209	37847	39774	42799	44726
8	30017	31273	32529	33785	35041	36297	37553	1256	39828	41832	44921	46924
9	31706	33017	34328	35639	36950	38261	39572	1311	41950	44043	47215	49307
10	33520	34898	36276	37654	39032	40410	41788	1378	44279	46475	49729	51923
11	35515	36949	38383	39817	41251	42685	44119	1434	46714	48998	52333	54617
12	37505	39002	40499	41996	43493	44990	46487	1497	49203	51592	55017	57408
13	39758	41321	42884	44447	46010	47573	49136	1563	51964	54453	57966	60456
14	42057	43696	45335	46974	48613	50252	51891	1639	54854	57463	61078	63687
15	44490	46195	47900	49605	51310	53015	54720	1705	57806	60522	64233	66950
16	47013	48796	50579	52362	54145	55928	57711	1783	60937	63777	67590	70429
17	49669	51546	53423	55300	57177	59054	60931	1877	64327	67313	71259	74246
18	52504	54475	56446	58417	60388	62359	64330	1971	67899	71041	75120	78264
19	55380	57437	59494	61551	63608	65665	67722	2057	71448	74727	78924	82204
20	58234	60384	62534	64684	66834	68984	71134	2150	75033	78462	82794	86224
21	61379	63620	65861	68102	70343	72584	74825	2241	78889	82466	86919	90495
22	64668	67042	69416	71790	74164	76538	78912	2374	83210	86989	91624	95404
23	68178	70620	73062	75504	77946	80388	82830	2442	87257	91154	95885	99783
24	71876	74411	76946	79481	82016	84551	87086	2535	91675	95713	100571	104610
25	75897	78539	81181	83823	86465	89107	91749	2642	96534	100746	105751	109962

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION INELIGIBLE
Effective March 25, 2010 (Institution) and
Effective April 1, 2010 (Administration)

SG	Hiring Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step	Long Max 25 Yr. Long Step
1	22260	23204	24148	25092	26036	26980	27924	944	29629	31128	33836	35336
2	23081	24075	25069	26063	27057	28051	29045	994	30847	32433	35216	36802
3	24230	25267	26304	27341	28378	29415	30452	1037	32332	33987	36827	38483
4	25329	26422	27515	28608	29701	30794	31887	1093	33997	35602	38520	40125
5	26541	27688	28835	29982	31129	32276	33423	1147	35503	37330	40327	42156
6	27944	29154	30364	31574	32784	33994	35204	1210	37394	39324	42405	44335
7	29539	30796	32053	33310	34567	35824	37081	1257	39359	41363	44509	46513
8	31218	32524	33830	35136	36442	37748	39054	1306	41420	43504	46717	48800
9	32974	34338	35702	37066	38430	39794	41158	1364	43631	45808	49107	51282
10	34861	36294	37727	39160	40593	42026	43459	1433	46050	48333	51718	53999
11	36936	38427	39918	41409	42900	44391	45882	1491	48581	50956	54425	56800
12	39005	40562	42119	43676	45233	46790	48347	1557	51172	53656	57218	59705
13	41348	42974	44600	46226	47852	49478	51104	1626	54045	56634	60287	62877
14	43739	45444	47149	48854	50559	52264	53969	1705	57051	59764	63523	66237
15	46270	48043	49816	51589	53362	55135	56908	1773	60117	62942	66802	69627
16	48894	50748	52602	54456	56310	58164	60018	1854	63373	66327	70292	73245
17	51656	53608	55560	57512	59464	61416	63368	1952	66900	70005	74109	77216
18	54604	56654	58704	60754	62804	64854	66904	2050	70616	73883	78126	81395
19	57595	59734	61873	64012	66151	68290	70429	2139	74304	77714	82079	85490
20	60563	62799	65035	67271	69507	71743	73979	2236	78034	81600	86105	89673
21	63834	66165	68496	70827	73158	75489	77820	2331	82047	85767	90398	94117
22	67255	69724	72193	74662	77131	79600	82069	2469	86539	90469	95289	99221
23	70905	73445	75985	78525	81065	83605	86145	2540	90749	94802	99722	103776
24	74751	77387	80023	82659	85295	87931	90567	2636	95340	99539	104591	108792
25	78933	81681	84429	87177	89925	92673	95421	2748	100397	104778	109983	114363

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION INELIGIBLE
Effective March 31, 2011 (Institution) and
Effective March 31, 2011 (Administration)

SG	Hiring Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step	Long Max. 25 Yr. Long Step
1	24335	25279	26223	27167	28111	29055	29999	944	31704	33203	35911	37411
2	25156	26150	27144	28138	29132	30126	31120	994	32922	34508	37291	38877
3	26305	27342	28379	29416	30453	31490	32527	1037	34407	36062	38902	40558
4	27404	28497	29590	30683	31776	32869	33962	1093	36072	37677	40595	42200
5	28616	29763	30910	32057	33204	34351	35498	1147	37578	39405	42402	44231
6	30019	31229	32439	33649	34859	36069	37279	1210	39469	41399	44480	46410
7	31614	32871	34128	35385	36642	37899	39156	1257	41434	43438	46584	48588
8	33293	34599	35905	37211	38517	39823	41129	1306	43495	45579	48792	50875
9	35049	36413	37777	39141	40505	41869	43233	1364	45706	47883	51182	53357
10	36936	38369	39802	41235	42668	44101	45534	1433	48125	50408	53793	56074
11	39011	40502	41993	43484	44975	46466	47957	1491	50656	53031	56500	58875
12	41080	42637	44194	45751	47308	48865	50422	1557	53247	55731	59293	61780
13	43423	45049	46675	48301	49927	51553	53179	1626	56120	58709	62362	64952
14	45814	47519	49224	50929	52634	54339	56044	1705	59126	61839	65598	68312
15	48345	50118	51891	53664	55437	57210	58983	1773	62192	65017	68877	71702
16	50969	52823	54677	56531	58385	60239	62093	1854	65448	68402	72367	75320
17	53731	55683	57635	59587	61539	63491	65443	1952	68975	72080	76184	79291
18	56679	58729	60779	62829	64879	66929	68979	2050	72691	75958	80201	83470
19	59670	61809	63948	66087	68226	70365	72504	2139	76379	79789	84154	87565
20	62638	64874	67110	69346	71582	73818	76054	2236	80109	83675	88180	91748
21	65909	68240	70571	72902	75233	77564	79895	2331	84122	87842	92473	96192
22	69330	71799	74268	76737	79206	81675	84144	2469	88614	92544	97364	101296
23	72980	75520	78060	80600	83140	85680	88220	2540	92824	96877	101797	105851
24	76826	79462	82098	84734	87370	90006	92642	2636	97415	101614	106666	110867
25	81008	83756	86504	89252	92000	94748	97496	2748	102472	106853	112058	116438

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION INELIGIBLE
Effective April 3, 2014 (Institution) and
Effective March 27, 2014 (Administration)

SG	Hiring Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step	Long Max. 25 Yr. Long Step
1	24822	25785	26748	27711	28674	29637	30600	963	32339	33868	36630	38160
2	25659	26673	27687	28701	29715	30729	31743	1014	33581	35199	38037	39655
3	26831	27889	28947	30005	31063	32121	33179	1058	35097	36785	39682	41371
4	27952	29067	30182	31297	32412	33527	34642	1115	36794	38431	41408	43045
5	29188	30358	31528	32698	33868	35038	36208	1170	38330	40193	43250	45116
6	30619	31853	33087	34321	35555	36789	38023	1234	40257	42225	45368	47337
7	32246	33528	34810	36092	37374	38656	39938	1282	42262	44306	47515	49559
8	33959	35291	36623	37955	39287	40619	41951	1332	44364	46490	49767	51892
9	35750	37141	38532	39923	41314	42705	44096	1391	46618	48839	52204	54422
10	37675	39137	40599	42061	43523	44985	46447	1462	49090	51418	54871	57198
11	39791	41312	42833	44354	45875	47396	48917	1521	51670	54092	57631	60053
12	41902	43490	45078	46666	48254	49842	51430	1588	54312	56845	60478	63015
13	44291	45950	47609	49268	50927	52586	54245	1659	57245	59886	63612	66253
14	46730	48469	50208	51947	53686	55425	57164	1739	60308	63075	66909	69677
15	49312	51121	52930	54739	56548	58357	60166	1809	63439	66321	70258	73139
16	51988	53879	55770	57661	59552	61443	63334	1891	66756	69769	73813	76826
17	54806	56797	58788	60779	62770	64761	66752	1991	70355	73522	77708	80877
18	57813	59904	61995	64086	66177	68268	70359	2091	74145	77478	81805	85140
19	60863	63045	65227	67409	69591	71773	73955	2182	77908	81386	85838	89317
20	63891	66172	68453	70734	73015	75296	77577	2281	81713	85350	89946	93585
21	67227	69605	71983	74361	76739	79117	81495	2378	85807	89601	94325	98118
22	70717	73235	75753	78271	80789	83307	85825	2518	90384	94393	99309	103320
23	74440	77031	79622	82213	84804	87395	89986	2591	94682	98816	103835	107970
24	78363	81052	83741	86430	89119	91808	94497	2689	99365	103648	108801	113087
25	82628	85431	88234	91037	93840	96643	99446	2803	104522	108990	114299	118767

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION INELIGIBLE
Effective April 2, 2015 (Institution) and
Effective March 26, 2015 (Administration)

SG	Hiring Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step	Long Max. 25 Yr. Long Step
1	25318	26300	27282	28264	29246	30228	31210	982	32984	34543	37361	38921
2	26172	27206	28240	29274	30308	31342	32376	1034	34251	35901	38796	40446
3	27368	28447	29526	30605	31684	32763	33842	1079	35798	37520	40475	42198
4	28511	29648	30785	31922	33059	34196	35333	1137	37528	39198	42234	43904
5	29772	30965	32158	33351	34544	35737	36930	1193	39094	40995	44113	46016
6	31231	32490	33749	35008	36267	37526	38785	1259	41064	43071	46277	48285
7	32891	34199	35507	36815	38123	39431	40739	1308	43109	45194	48468	50552
8	34638	35997	37356	38715	40074	41433	42792	1359	45253	47422	50764	52932
9	36465	37884	39303	40722	42141	43560	44979	1419	47551	49817	53249	55512
10	38429	39920	41411	42902	44393	45884	47375	1491	50071	52445	55967	58341
11	40587	42138	43689	45240	46791	48342	49893	1551	52701	55172	58781	61252
12	42740	44360	45980	47600	49220	50840	52460	1620	55400	57983	61689	64277
13	45177	46869	48561	50253	51945	53637	55329	1692	58389	61083	64883	67577
14	47665	49439	51213	52987	54761	56535	58309	1774	61516	64338	68249	71072
15	50298	52143	53988	55833	57678	59523	61368	1845	64706	67646	71662	74600
16	53028	54957	56886	58815	60744	62673	64602	1929	68092	71166	75291	78364
17	55902	57933	59964	61995	64026	66057	68088	2031	71763	74993	79263	82496
18	58969	61102	63235	65368	67501	69634	71767	2133	75629	79028	83442	86844
19	62080	64306	66532	68758	70984	73210	75436	2226	79468	83016	87557	91105
20	65169	67496	69823	72150	74477	76804	79131	2327	83350	87059	91747	95459
21	68572	70998	73424	75850	78276	80702	83128	2426	87526	91396	96215	100083
22	72131	74700	77269	79838	82407	84976	87545	2569	92195	96284	101299	105390
23	75929	78572	81215	83858	86501	89144	91787	2643	96577	100794	105913	110131
24	79930	82673	85416	88159	90902	93645	96388	2743	101353	105722	110978	115350
25	84281	87140	89999	92858	95717	98576	101435	2859	106613	111170	116585	121142

APPENDIX A-2

NYSCOPBA SALARY SCHEDULE
INTERST ARBITRATION ELIGIBLE

Effective March 26, 2009 (Institution) and

Effective April 2, 2009 (Administration)

SG	Hiring Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step	Long Max. 25 Yr. Long Step
1	23,964	24,896	25,828	26,760	27,692	28,624	29,556	932	31,203	32,652	35,268	36,718
2	24,775	25,757	26,739	27,721	28,703	29,685	30,667	982	32,408	33,942	36,631	38,164
3	25,908	26,933	27,958	28,983	30,008	31,033	32,058	1,025	33,874	35,473	38,217	39,816
4	26,994	28,075	29,156	30,237	31,318	32,399	33,480	1,081	35,519	37,072	39,889	41,441
5	28,191	29,325	30,459	31,593	32,727	33,861	34,995	1,134	37,005	38,773	41,666	43,435
6	29,576	30,771	31,966	33,161	34,356	35,551	36,746	1,195	38,863	40,727	43,703	45,566
7	31,153	32,395	33,637	34,879	36,121	37,363	38,605	1,242	40,806	42,743	45,782	47,717
8	32,812	34,102	35,392	36,682	37,972	39,262	40,552	1,290	42,840	44,852	47,957	49,970
9	34,547	35,894	37,241	38,588	39,935	41,282	42,629	1,347	45,021	47,123	50,309	52,413
10	36,413	37,829	39,245	40,661	42,077	43,493	44,909	1,416	47,414	49,618	52,888	55,094
11	38,463	39,937	41,411	42,885	44,359	45,833	47,307	1,474	49,914	52,211	55,562	57,859
12	40,505	42,044	43,583	45,122	46,661	48,200	49,739	1,539	52,469	54,869	58,312	60,713
13	42,821	44,427	46,033	47,639	49,245	50,851	52,457	1,606	55,300	57,800	61,333	63,831
14	45,183	46,867	48,551	50,235	51,919	53,603	55,287	1,684	58,265	60,885	64,518	67,138
15	47,684	49,435	51,186	52,937	54,688	56,439	58,190	1,751	61,292	64,021	67,748	70,477
16	50,277	52,107	53,937	55,767	57,597	59,427	61,257	1,830	64,498	67,350	71,186	74,038
17	53,002	54,931	56,860	58,789	60,718	62,647	64,576	1,929	67,987	70,989	74,954	77,956
18	55,918	57,941	59,964	61,987	64,010	66,033	68,056	2,023	71,642	74,800	78,899	82,055
19	58,873	60,987	63,101	65,215	67,329	69,443	71,557	2,114	75,301	78,595	82,813	86,107
20	61,805	64,015	66,225	68,435	70,645	72,855	75,065	2,210	78,982	82,430	86,780	90,229
21	65,034	67,337	69,640	71,943	74,246	76,549	78,852	2,303	82,935	86,530	91,007	94,600
22	68,416	70,855	73,294	75,733	78,172	80,611	83,050	2,439	87,369	91,167	95,826	99,625
23	72,024	74,533	77,042	79,551	82,060	84,569	87,078	2,509	91,528	95,443	100,199	104,114
24	75,823	78,425	81,027	83,629	86,231	88,833	91,435	2,602	96,045	100,103	104,987	109,045
25	79,954	82,668	85,382	88,096	90,810	93,524	96,238	2,714	101,046	105,279	110,309	114,543

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION ELIGIBLE
Effective March 25, 2010 (Institution) and
Effective April 1, 2010 (Administration)

SG	Hiring Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step	Long Max. 25 Yr. Long Step
1	24,923	25,892	26,861	27,830	28,799	29,768	30,737	969	32,450	33,957	36,677	38,185
2	25,766	26,787	27,808	28,829	29,850	30,871	31,892	1,021	33,703	35,298	38,095	39,689
3	26,944	28,010	29,076	30,142	31,208	32,274	33,340	1,066	35,229	36,892	39,745	41,408
4	28,074	29,198	30,322	31,446	32,570	33,694	34,818	1,124	36,939	38,554	41,483	43,097
5	29,319	30,498	31,677	32,856	34,035	35,214	36,393	1,179	38,483	40,322	43,331	45,171
6	30,759	32,002	33,245	34,488	35,731	36,974	38,217	1,243	40,419	42,357	45,452	47,390
7	32,399	33,691	34,983	36,275	37,567	38,859	40,151	1,292	42,440	44,455	47,615	49,627
8	34,124	35,466	36,808	38,150	39,492	40,834	42,176	1,342	44,556	46,648	49,877	51,971
9	35,929	37,330	38,731	40,132	41,533	42,934	44,335	1,401	46,823	49,009	52,322	54,510
10	37,870	39,343	40,816	42,289	43,762	45,235	46,708	1,473	49,313	51,605	55,006	57,300
11	40,002	41,535	43,068	44,601	46,134	47,667	49,200	1,533	51,911	54,300	57,785	60,174
12	42,125	43,726	45,327	46,928	48,529	50,130	51,731	1,601	54,570	57,066	60,647	63,144
13	44,534	46,204	47,874	49,544	51,214	52,884	54,554	1,670	57,511	60,111	63,785	66,383
14	46,990	48,741	50,492	52,243	53,994	55,745	57,496	1,751	60,593	63,318	67,096	69,821
15	49,591	51,412	53,233	55,054	56,875	58,696	60,517	1,821	63,743	66,581	70,457	73,295
16	52,288	54,191	56,094	57,997	59,900	61,803	63,706	1,903	67,077	70,043	74,032	76,998
17	55,122	57,128	59,134	61,140	63,146	65,152	67,158	2,006	70,705	73,828	77,951	81,073
18	58,155	60,259	62,363	64,467	66,571	68,675	70,779	2,104	74,508	77,793	82,056	85,338
19	61,228	63,427	65,626	67,825	70,024	72,223	74,422	2,199	78,316	81,742	86,128	89,554
20	64,277	66,576	68,875	71,174	73,473	75,772	78,071	2,299	82,145	85,731	90,255	93,842
21	67,635	70,030	72,425	74,820	77,215	79,610	82,005	2,395	86,251	89,990	94,646	98,383
22	71,153	73,690	76,227	78,764	81,301	83,838	86,375	2,537	90,867	94,817	99,662	103,613
23	74,905	77,514	80,123	82,732	85,341	87,950	90,559	2,609	95,187	99,259	104,205	108,276
24	78,856	81,562	84,268	86,974	89,680	92,386	95,092	2,706	99,886	104,107	109,186	113,406
25	83,152	85,975	88,798	91,621	94,444	97,267	100,090	2,823	105,090	109,493	114,724	119,127

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION ELIGIBLE
Effective April 3, 2014 (Institution) and
Effective March 27, 2014 (Administration)

SG	Hiring Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step	Long Max. 25 Yr. Long Step
1	25,421	26,410	27,399	28,388	29,377	30,366	31,355	989	33,102	34,639	37,414	38,952
2	26,281	27,323	28,365	29,407	30,449	31,491	32,533	1,042	34,380	36,007	38,860	40,486
3	27,483	28,570	29,657	30,744	31,831	32,918	34,005	1,087	35,932	37,628	40,538	42,234
4	28,635	29,782	30,929	32,076	33,223	34,370	35,517	1,147	37,680	39,328	42,315	43,962
5	29,905	31,108	32,311	33,514	34,717	35,920	37,123	1,203	39,255	41,131	44,200	46,077
6	31,374	32,642	33,910	35,178	36,446	37,714	38,982	1,268	41,228	43,205	46,362	48,338
7	33,047	34,365	35,683	37,001	38,319	39,637	40,955	1,318	43,290	45,345	48,568	50,621
8	34,806	36,175	37,544	38,913	40,282	41,651	43,020	1,369	45,448	47,581	50,875	53,011
9	36,648	38,077	39,506	40,935	42,364	43,793	45,222	1,429	47,760	49,989	53,369	55,601
10	38,627	40,130	41,633	43,136	44,639	46,142	47,645	1,503	50,302	52,640	56,109	58,449
11	40,802	42,366	43,930	45,494	47,058	48,622	50,186	1,564	52,951	55,388	58,943	61,379
12	42,968	44,601	46,234	47,867	49,500	51,133	52,766	1,633	55,662	58,208	61,860	64,407
13	45,425	47,128	48,831	50,534	52,237	53,940	55,643	1,703	58,659	61,311	65,059	67,709
14	47,930	49,716	51,502	53,288	55,074	56,860	58,646	1,786	61,805	64,584	68,438	71,218
15	50,583	52,440	54,297	56,154	58,011	59,868	61,725	1,857	65,016	67,910	71,864	74,759
16	53,334	55,275	57,216	59,157	61,098	63,039	64,980	1,941	68,418	71,444	75,513	78,538
17	56,224	58,270	60,316	62,362	64,408	66,454	68,500	2,046	72,118	75,303	79,509	82,693
18	59,318	61,464	63,610	65,756	67,902	70,048	72,194	2,146	75,998	79,348	83,697	87,044
19	62,453	64,696	66,939	69,182	71,425	73,668	75,911	2,243	79,883	83,377	87,851	91,346
20	65,563	67,908	70,253	72,598	74,943	77,288	79,633	2,345	83,788	87,446	92,061	95,719
21	68,988	71,431	73,874	76,317	78,760	81,203	83,646	2,443	87,977	91,791	96,540	100,352
22	72,576	75,164	77,752	80,340	82,928	85,516	88,104	2,588	92,686	96,715	101,657	105,687
23	76,403	79,064	81,725	84,386	87,047	89,708	92,369	2,661	97,090	101,243	106,288	110,440
24	80,433	83,193	85,953	88,713	91,473	94,233	96,993	2,760	101,883	106,188	111,369	115,673
25	84,815	87,695	90,575	93,455	96,335	99,215	102,095	2,880	107,195	111,686	117,022	121,513

NYSCOPBA SALARY SCHEDULE
INTEREST ARBITRATION ELIGIBLE
Effective April 2, 2015 (Institution) and
Effective March 26, 2015 (Administration)

SG	Hiring Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step	Long Max. 25 Yr. Long Step
1	25,929	26,938	27,947	28,956	29,965	30,974	31,983	1,009	33,765	35,333	38,163	39,732
2	26,807	27,870	28,933	29,996	31,059	32,122	33,185	1,063	35,069	36,728	39,639	41,297
3	28,033	29,142	30,251	31,360	32,469	33,578	34,687	1,109	36,653	38,382	41,351	43,081
4	29,208	30,378	31,548	32,718	33,888	35,058	36,228	1,170	38,434	40,115	43,162	44,842
5	30,503	31,730	32,957	34,184	35,411	36,638	37,865	1,227	40,040	41,953	45,084	46,998
6	32,001	33,295	34,589	35,883	37,177	38,471	39,765	1,294	42,056	44,072	47,293	49,308
7	33,708	35,052	36,396	37,740	39,084	40,428	41,772	1,344	44,154	46,250	49,537	51,631
8	35,502	36,898	38,294	39,690	41,086	42,482	43,878	1,396	46,355	48,530	51,890	54,069
9	37,381	38,839	40,297	41,755	43,213	44,671	46,129	1,458	48,718	50,991	54,439	56,716
10	39,400	40,933	42,466	43,999	45,532	47,065	48,598	1,533	51,308	53,693	57,231	59,618
11	41,618	43,213	44,808	46,403	47,998	49,593	51,188	1,595	54,008	56,494	60,120	62,605
12	43,827	45,493	47,159	48,825	50,491	52,157	53,823	1,666	56,777	59,374	63,099	65,697
13	46,334	48,071	49,808	51,545	53,282	55,019	56,756	1,737	59,832	62,537	66,360	69,063
14	48,889	50,711	52,533	54,355	56,177	57,999	59,821	1,822	63,043	65,878	69,809	72,644
15	51,595	53,489	55,383	57,277	59,171	61,065	62,959	1,894	66,316	69,268	73,301	76,254
16	54,401	56,381	58,361	60,341	62,321	64,301	66,281	1,980	69,788	72,874	77,025	80,110
17	57,348	59,435	61,522	63,609	65,696	67,783	69,870	2,087	73,560	76,809	81,099	84,347
18	60,504	62,693	64,882	67,071	69,260	71,449	73,638	2,189	77,518	80,935	85,371	88,785
19	63,702	65,990	68,278	70,566	72,854	75,142	77,430	2,288	81,481	85,045	89,609	93,174
20	66,874	69,266	71,658	74,050	76,442	78,834	81,226	2,392	85,464	89,195	93,903	97,634
21	70,368	72,860	75,352	77,844	80,336	82,828	85,320	2,492	89,738	93,628	98,472	102,360
22	74,028	76,668	79,308	81,948	84,588	87,228	89,868	2,640	94,542	98,651	103,692	107,803
23	77,931	80,645	83,359	86,073	88,787	91,501	94,215	2,714	99,030	103,266	108,412	112,647
24	82,042	84,857	87,672	90,487	93,302	96,117	98,932	2,815	103,920	108,311	113,596	117,986
25	86,511	89,449	92,387	95,325	98,263	101,201	104,139	2,938	109,341	113,922	119,365	123,945

Appendix B

Training Notices

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

Appendix C

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

Counseling

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

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

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

Labor/Management Agreements

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

Appendix "D"

Seasonal/Temporary Part-Time Employees Agreement

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

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

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

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

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

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

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

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

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

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

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

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

(7) Compensation

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

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

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

Re: Outside Police Agreement

Dear Mr. Rowe:

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

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

Sincerely,

/s/ Gary Johnson
Director

Side letter

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

Dear Mr. Rowe:

This is to confirm that the Employer intends to increase the Correction Officer Trainee rate consistent with the 2009-2016 salary increases for the Correction Officers in the Security Services Unit.

Sincerely,

Gary Johnson
Director

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

Dear Mr. Rowe:

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

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

Sincerely,

/s/ Gary Johnson
Director

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

Re: Article 17, Travel

Dear Mr. Rowe:

This is to confirm our understanding on certain issues related to Article 17, Travel, as described below:

(1) Notification of change

In the event of any change in the rate of reimbursement, the Union shall be promptly furnished with a copy of such changes and the changes will also be posted for employee inspection and information.

(2) Incidentals

Parking, tolls, taxis, and similar expenses shall continue to be reimbursed in accordance with the Comptroller's Rules and Regulations.

(3) Reimbursement Methods

The provisions of Article 17 as they relate to reimbursement for lodging and meal expenses for authorized overnight travel, be they receipted or unreceipted, do not contemplate any change in the current method by which the Comptroller requires employees to compute expenses on travel vouchers. These methods are commonly known as "Method I" for unreceipted travel and "Method II" for receipted travel.

I trust the above is reflective of our understanding.

Sincerely,

/s/ Gary Johnson
Director

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

Dear Mr. Rowe:

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

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

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

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

Sincerely,

/s/ Gary Johnson
Director

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

Dear Mr. Rowe:

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

Sincerely,

/s/ Gary Johnson
Director

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

Dear Mr. Rowe:

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

Sincerely,

/s/ Gary Johnson
Director

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

Re: Standby On-Call Rosters

Dear Mr. Rowe:

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

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

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

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

Sincerely,

/s/ Gary Johnson
Director

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

Re: Step 2 Meetings

Dear Mr. Rowe,

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

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

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

The frequency of these meetings;

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

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

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

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

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

Sincerely,

/s/ Gary Johnson
Director