AGREEMENT

BETWEEN THE STATE OF NEW YORK

AND THE POLICE BENEVOLENT ASSOCIATION OF NEW YORK STATE, INC.

April 1, 2005 – March 31, 2015

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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 the Police Benevolent Association of New York State, Inc., hereinafter referred to as the "PBA", 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 PBA, 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 Agency Police Services Unit ("APSU") are not violated, the following shall represent the Employees' Bill of Rights:

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

(B) An employee shall be entitled to PBA representation, including a PBA lawyer, 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 PBA 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 recording.

(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/her hours, wages or working conditions as the result of the exercise of his/her rights under this Agreement.

(G) An employee shall be entitled to representation by the PBA, including a PBA lawyer, 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. However, the employee is entitled to a copy of his/her statement given to the Employer.

(H) Except as provided below, any statements or admissions made by an employee during such an interrogation without the opportunity to have PBA 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 PBA 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 Agency shall, whenever the nature of investigation permits, be notified at least 24 hours prior to the interview. An employee shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the employee of the allegations shall be provided.

(L) Any employee who was notified that there was an investigation pending against him or her by or on behalf of his/her employing Agency shall be notified by the Employer of the closure of the investigation within two weeks of a written request made by the employee.

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

Article 1
Term of Agreement

1.1 This Agreement shall be effective as of April 1, 2005, except as otherwise specified, and shall continue in full force and effect to and including March 31, 2015.

Article 2
Recognition

2.1 The Employer, pursuant to the Certification of Representative and Order to Negotiate issued on August 19, 2011 by the Public Employment Relations Board (Case No. C-6056), recognizes the PBA as the sole and exclusive representative of those employees in the Agency Police 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 Agency Police Services Unit. The term employee or employees shall include seasonal employees where applicable.

Article 3
Nondiscrimination

3.1 The Employer and the PBA agree that the provisions of this Agreement shall be applied equally to all employees in compliance with applicable law against discrimination as to age, race, creed, color, national origin, sex, disability, marital status, political affiliation, and sexual orientation. 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 PBA. There shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of PBA membership or because of any employee activity permissible under the Taylor Law and this Agreement in an official capacity on behalf of the PBA, or for any other cause.

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

Article 4
Check-Off

4.1 The Employer agrees to grant exclusive rights of dues deduction to the PBA and will deduct PBA 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 PBA, and the aggregate deductions, together with a list of employees for whom deductions were made, shall be remitted forthwith to the PBA.

4.2 The Employer further agrees to grant to the PBA exclusive payroll deduction of payments for employee benefit programs sponsored by the PBA, all forms of insurance sponsored by the PBA and any such other voluntary deductions allowed for by law, rule or regulation.

4.3 Employees may, at their individual option, participate by voluntary payroll deductions in programs allowed by law and designated by the PBA.

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

4.5 Employees may, at their individual option, participate in a political action committee designed by the PBA.

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 PBA.

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

(c) The PBA 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 PBA elections may be posted on such bulletin boards. During the period in which the PBA 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 bargaining unit members. All bulletins or notices shall be signed by a PBA Executive Committee member, a PBA Delegate or their respective designee.

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

(e) In regions, headquarters or campuses 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 PBA for reasonable and appropriate arrangements whereby the PBA may advise employees of the availability of the PBA representatives for consultations during non-working hours concerning PBA membership, services and programs.

(b) The PBA representatives shall, on an exclusive basis for employees covered by this Agreement, have access to employees during working hours to explain the PBA 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 PBA upon written notice from a PBA Executive Committee member, a PBA Delegate or their respective designee 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 PBA 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 to the PBA;

(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

Employee organization leave shall be release time without charge to the member's leave credits. Employee organization leave shall be granted provided the leave is requested with proper notice and the resulting absence will not interfere with the proper conduct of governmental functions.

Time spent by members on employee organization leave, during their duty tours, shall be considered time worked for overtime purposes. However, in no event shall time spent performing duties which would otherwise qualify for employee organization leave but are performed beyond the scheduled duty tour, or that are performed on pass days, be considered as time worked for the purpose of computing overtime pay.

Employee organization leave shall be categorized as either Banked Leave or Non-Banked Leave.

A. Banked Leave

(1) Members of the PBA Board of Directors, PBA Delegates and PBA representatives and designees shall be provided with a total of 200 days (one day being one duty tour) of Banked Leave credit each year. Banked Leave shall be used in a minimum of one (1) day blocks. Under special

circumstances and upon advance request, additional Banked Leave may be granted by the Director of the Governor's Office of Employee Relations, or his/her designee. Leave under this paragraph may be used for the following purposes:

(a) Attending PBA Board of Directors Meetings;

(b) Attending Board of Directors Committee Meetings;

(c) Attending local PBA Meetings;

(d) Attending PERB conferences and hearings (for time in addition to that set forth in paragraph 5.3 B[1][i]); and

(e) Other necessary organizational purposes. In such event, the Director of the Governor's Office of Employee Relations, or his/her designee, shall be advised of the name, general reason and general location of the individual on Banked Leave.

(2) Members of the PBA Board of Directors, PBA Delegates and PBA representatives and designees shall also be provided with a total of 10 days (one day being one duty tour) of Banked Leave which may only be used for necessary travel time in conjunction with the events set forth in paragraph 5.3(A)(1). Travel time shall be defined as time during regularly scheduled work hours spent in actual and necessary travel to attend a meeting or series of meetings on consecutive days.

Travel time shall be used in a minimum of two (2) hour blocks.

In the event that the 10 days for the travel time are exhausted by the PBA prior to the end of a given year, the PBA can use the Banked Leave provided in paragraph 5.3(A)(1) for necessary travel time.

(3) In addition to using Banked Leave, members of the PBA Board of Directors, PBA Delegates and PBA representatives and designees can choose to use their own off duty time or, when approved by a supervisor, their own leave accruals for the purposes set forth in paragraph 5.3(A)(1) and (2). Except as provided in Paragraph 5.3(B)(1)(c), Non-Banked Leave shall not be used for any of the purposes set forth in paragraphs 5.3(A)(1) and (2).

(4) The allocation of Banked Leave shall be the sole prerogative of the PBA.

(5) All requests for Banked Leave must be made to the Director of the Governor's Office of Employee Relations or his/her designee. Absent circumstances beyond the PBA's control, the PBA must request permission to use Banked Leave at least 3 days in advance of such leave. Absent circumstances beyond the PBA's control which prevent giving such notice, failure to provide such notice shall result in the denial of the request for Banked Leave. In the event that the request for Banked Leave is denied based on failure to give proper notice, but where such leave would otherwise be approved, the member shall be allowed to use his/her leave accruals to cover the period of absence.

(6) The Director of the Governor's Office of Employee Relations, or his/her designee, shall send the PBA a statement every 60 days detailing the

Banked Leave used under paragraphs 5.3(A)(1) and (2). This statement shall be presumed correct unless the PBA, within thirty (30) working days of their receipt of the statement, advises the Director of the Governor's Office of Employee Relations, or his/her designee, of any errors.

B. Non-Banked Leave

(1) Non-Banked Leave, which shall include travel time and reasonable preparation time, shall be used for the following purposes:

(a) Negotiations for a successor agreement to this Agreement;

(b) Interest arbitration and mediation proceedings;

(c) PERB conferences and hearings limited to two (2) PBA representatives;

(d) Other occasions as approved by either the Agency or the Director of the Governor's Office of Employee Relations, or his/her designee.

(2) Notice Requirements:

(a) Requests for Non-Banked Leave shall be made to the Director of the Governor's Office of Employee Relations, or his/her designee. Absent circumstances beyond the PBA's control, the PBA must request permission to use Non-Banked Leave at least 72 hours in advance of such leave. Absent circumstances beyond the PBA's control which prevent giving such notice, failure to provide such notice shall result in the denial of the request for Non-Banked Leave. In the event that the request

for Non-Banked Leave is denied based on failure to give proper notice, but where such leave would otherwise be approved, the member shall be allowed to use Banked Leave, if he/she is a PBA Board Member including the President, or if he/she chooses, his/her leave accruals to cover the period of absence.

(3) Upon approval, leave under paragraph 5.3(B)(1)(a) and (b) shall be granted to the members of the PBA negotiating committee, whose numbers shall not exceed the number of members on the Board of Directors. The PBA shall provide the State with the names of the PBA negotiating committee members prior to the start of negotiations.

(4) Travel Time

Travel time used in conjunction with an event set forth in paragraph 5.3(B)(1) shall not exceed the reasonable and customary time necessary for travel each way in connection with any meeting or series of meetings.

C. 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 or his/her designee.

D. The PBA shall provide the State and each Agency with the names and PBA designation of all members of the Board of Directors and shall notify the State and each Agency of any changes.

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

5.4 Unchallenged Representation

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

5.5 Agency Shop

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

5.6 Union Leave

A permanent employee or employees nominated by the PBA 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 PBA shall periodically, as specified by the Director of the Governor's Office of Employee Relations, reimburse the State for the salary or wages paid to each employee by the Employer during such leave of absence together with the cost of fringe benefits at the percentage of salary or wages as determined by the Comptroller. The PBA 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.

5.7 Exclusivity

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

5.8 New Employee Membership Packets

The Employer agrees to provide each new employee in the Agency Police Services Unit with a membership packet furnished by the PBA 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.

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

Article 6
Management Rights

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

Article 7
Grievances 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 PBA 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 PBA 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 PBA 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 PBA shall present the grievance in writing to the campus, headquarter or regional management representative within twenty (20) days of the act or omission giving rise to the grievance or within twenty (20) days of the date on which the employee and the PBA first knew of such act or omission, whichever is later. The campus, headquarter or regional management representative shall each designate a regular representative, who shall meet with the PBA and the grievant during the employee's regular work shift within ten (10) days of receipt of the grievance and shall render a decision in writing within ten (10) days from the day of such meeting. The decision shall include a brief statement of relevant facts and reasons on which the decision is based. 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.

Step 2. In the event that the grievance has not been satisfactorily resolved at Step 1, an appeal may be taken by the PBA in writing to the Department or Agency

head, as appropriate, within fifteen (15) days from receipt of the Step 1 decision. The written appeal shall contain a description of the relevant facts from which the grievance derives, why the decision at the Step 1 level is inadequate, and specific references to all sections of the Agreement, if any, which the PBA claims have been violated. The Department or Agency Head, or designee, shall meet with the PBA to review the grievance within ten (10) 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 PBA within ten (10) days from the day of the Step 2 meeting. Communications concerning appeals and decisions at this Step shall be made by personal service or by registered or certified mail. 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.

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 PBA in writing within fifteen (15) days from the day on which the PBA 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.

Once a month (on a designated day), representatives from the PBA 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 month. 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 (10) 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 & Health Committee. A safety specialist from the employing agency and the PBA 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 until the next monthly meeting 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 PBA and the Governor's Office of Employee Relations.

Automatic Progression. If the Employer fails to meet with the PBA on a timely basis or render a timely decision, the PBA may treat the grievance 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 PBA, through the President or his designee within fifteen (15) days from the day the PBA 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 sixty (60) days after the demand for arbitration, the parties shall meet with the master arbitrator who shall attempt to have the parties reach a settlement and narrow the issue(s) for hearing, including stipulating to facts, relevant documents and exhibits. The grievant may be permitted to participate in the conference by telephone.

(4) Expedited Arbitration

After the resolution conference, either party may require a hearing before the master arbitrator on an expedited basis. Grievance hearings shall, absent extraordinary circumstances, be limited to one day. The parties shall compose the stipulated issue to be decided and determine the potential witnesses necessary for the expedited hearing. Both parties should be prepared to fully present their positions and any testimony on the day of the hearing. No briefs shall be submitted by either party.

(5) The parties agree to meet for a total of one day every other month, or as needed, at a mutually agreed upon site in Albany to conduct the resolution conferences and/or expedited arbitrations.

(6) Where no hearing is held and the case is submitted on papers the parties may submit their positions in writing to the arbitrator on a mutually agreed upon date no later than thirty (30) days after the mailing of the papers to the arbitrator.

(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 (PBA and the State) with respect to the determination of the grievant's claims. Such decisions are non-precedential and shall not be submitted in any other case unless the parties mutually agree otherwise.

(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 PBA 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 develop a system to select an arbitrator. If the parties are unable to agree, the matter will be referred to the Public Employment Relations Board for selection.

The arbitrator shall hold a hearing at a time and place convenient to the parties within twenty (20) days of the acceptance to act as arbitrator. The arbitrator shall issue a written decision within thirty (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 or such other rules as agreed upon by the parties. 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 and each Agency shall recognize the members of the PBA Board of Directors, PBA Delegates and PBA representatives and designees at each step of the grievance procedure and shall release such representatives from normal duties to process grievances and conduct necessary relevant investigations providing that such absence from work will not interfere with proper conduct of governmental functions.

Step 1. Delegate or designee, Director or designee, but not to exceed two union representatives.

Step 2. Delegate or designee, Director or designee and, when mutually agreed President or designee.

Step 3. The President or designee and at least one of the effected members' directors or designee.

Arbitration. The President or designee and at least one of the affected members' Directors or designee.

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

The PBA shall furnish the Employer with a list of all employee representatives authorized to so represent the PBA within 60 days from the date of execution of the Agreement.

(b) PBA counsel and PBA representatives may be present at each step of the grievance procedure.

7.4 General Provisions

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

(b) Grievances resolved at Step 1 shall not constitute a precedent for any other campus, headquarters 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 PBA.

(c) The parties, GOER and the PBA, may mutually agree to waive Steps 1, and 2 of the grievance procedure.

(d) Aggrieved employees, PBA 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) Upon agreement of the Director of the Governor's Office of Employee Relations and the President of the PBA, grievances may be initiated at Step 3.

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

Article 8
Discipline

8.1 Exclusive Procedure

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

8.2 Disciplinary Procedure

(a) Discipline shall be imposed only for just cause. Where the appointing authority or 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 PBA representative is the Police Benevolent Association of New York State, Inc.

(b) The PBA grievance representative at the appropriate level shall be notified of the name of the employee in writing within 24 hours of the service of a notice of discipline. Notification will also be sent to the President of the PBA.

(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 PBA. The employee or the PBA 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 PBA 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 PBA (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 New York State Public Employment Relations Board, with a copy to the department or agency head, or his designee.

(f) The Employer and the PBA shall continue the procedure for the arbitration process which is now in existence as contained in the notice to the Public Employment Relations Board outlining the disciplinary panel and procedures for PBA bargaining unit members dated November 18, 2013 and as amended by mutual agreement hereafter.

(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 PBA or between the Employer and the employee if such

employee is not being represented by the PBA. 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 is not being represented by the PBA, 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 the PBA.

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 PBA representative present before he is required to execute it. The PBA 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) 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 PBA with the consent of the employee at the time of filing the disciplinary grievance. In the event of such waiver,

the employee or the PBA 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 found not 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 PBA of any suspension under paragraph 8.4(a) above shall be sent within one day, excluding Saturdays, Sundays and holidays.

(c) Back Pay Award

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

8.5 Union Representation

An employee shall be entitled to be represented at a disciplinary grievance meeting by PBA representatives, provided, however, the number of such officials shall

not exceed two (2) and PBA counsel. Such representatives shall not suffer any loss of earnings or be required to charge leave credits as a result of processing or investigating disciplinary grievances during such representatives' scheduled working hours. Reasonable and necessary time spent in processing and investigating grievances, including travel time, during such representatives' scheduled working hours shall be considered as time worked provided, however, that when such activities extend beyond such representatives' scheduled working hours, such time shall not be considered as time worked. On the representative's prior written request at least 48 hours in advance, the Employer will make every effort to reschedule shift assignments so that meetings fall during working hours of PBA representatives. PBA staff representatives and PBA counsel 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 Arbitration

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

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

The procedure for expedited arbitration shall be as follows:

(a) The panel of arbitrators shall be assigned a number in rotation.

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

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

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

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

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

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

(h) The decision of the arbitrator will be final and binding. The compensation and expenses of the arbitrator and the general expenses of the arbitration shall be borne by the Employer and the PBA in equal parts except in cases where the employee is not represented by the PBA, in which cases the costs shall be borne by the employee and the Employer, as per Article 8.2(j).

(i) The power, authority and restrictions applicable to a disciplinary arbitrator under Article 8 shall apply under the expedited arbitration procedure.

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

Article 9
Out-of-Title Work

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

(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 PBA 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 (sixty) calendar days of

the filing of the appeal, forward his opinion to the Director of the Governor's Office of Employee Relations, and the PBA, 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 fifteen calendar days prior to the date the grievance was filed in accordance with this Agreement.

Article 10
Review of Personal History Folder

10.1 For the purposes of this Article, there shall be one official personal history folder maintained for an employee. An employee shall, within five (5) 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 PBA 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, campus or headquarters in which the employee works, it shall be forwarded to the employee's region, campus or headquarters 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 "B" and grievances regarding the application of said Appendix shall be processed pursuant to Article 7, paragraph 7.1(b).

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

10.8 Except as specifically prohibited by law and requests related to official State purposes or government investigations, an employee shall be notified of requests for access to the employee's personal history folder. For the purpose of this article, a lawsuit against an employee or the state shall not be deemed an official state purpose. Said notification shall be at least seventy-two (72) hours prior to the requested access, provided however, a validly issued subpoena may be satisfied by the employer. Notwithstanding anything to the contrary, the Employer may respond to a matter in pending litigation without giving an employee seventy-two (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

11.1 Legislation

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

11.2 General Salary Increase

(a) Salary Increase for Fiscal Year 2005-2006

Effective April 1, 2005, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2005, will be increased by 2.25%. The salary schedule for employees shall be amended to reflect the increase provided herein.

(b) Salary Increase for Fiscal Year 2006-2007

Effective April 1, 2006, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2006, will be increased by 2.75%. The salary schedule for employees shall be amended to reflect the increase provided herein.

(c) Salary Increase for Fiscal Year 2007-2008

Effective April 1, 2007, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2007, will be increased by 3%. The salary schedule for employees shall be amended to reflect the increase provided herein.

(d) Salary Increase for Fiscal Year 2008-2009

Effective April 1, 2008, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2008, will be increased by 3%. The salary schedule for employees shall be amended to reflect the increase provided herein.

(e) Salary Increase for Fiscal Year 2009-2010

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%. The salary schedule for employees shall be amended to reflect the increase provided herein.

(f) Salary Increase for Fiscal Year 2010-2011

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%. The salary schedule for employees shall be amended to reflect the increase provided herein.

(g) Change in Salary Schedule – March 31, 2011

Effective March 31, 2011, the basic annual salary of all members of the agency police services unit who were in full-time annual salaried employment status on March 30, 2011 shall be increased by two thousand six hundred twenty-five dollars ($2,625.00) to reflect the amount of uniform cleaning and maintenance or clothing allowance and security enforcement differential added to base salary.

(h) Retention Payment (2013-2014)

Effective April 1, 2013, a lump sum payment of seven hundred seventy-five dollars ($775.00) shall be made to each employee in the agency police services unit in full-time annual salaried employment status who was (i) active on the date of ratification of the agreement between the state and the employee organization representing employees in the agency police services unit, and (ii) in continuous service, as defined by paragraph (c) of subdivision 3 of section 130 of the civil service. Such lump sum shall be considered salary for final average salary retirement purposes but shall not become part of basic annual salary. Notwithstanding the foregoing provisions of this

subdivision, officers and employees who would have otherwise been eligible to receive such lump sum payment, but who were not on the payroll on such date, shall be eligible for said payment if they return to full-time employment status during the fiscal year 2013-2014 without a break in continuous service.

(i) Retention Payment (2014-2015)

Effective April 1, 2014, a lump sum payment of two hundred twenty-five dollars ($225.00) shall be made to each employee in the agency police services unit in full-time annual salaried employment status who was (i) active on the date of ratification of the agreement between the state and the employee organization representing employees in the agency police services unit, and (ii) in continuous service, as defined by paragraph (c) of subdivision 3 of section 130 of the civil service law, from that date until April 1, 2013. Such lump sum shall be considered salary for final average salary retirement purposes but shall not become part of basic annual salary.

(j) Salary Increase for Fiscal Year 2014-2015

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%. The salary schedule for employees shall be amended to reflect the increase provided herein.

(k) Other Than Annual Salary Employees

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

11.3 Advancement within a Salary Grade

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

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

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

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

11.4 Promotions

(a) 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%

(b) 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" will be provided to employees upon completion of 10, 15, 20, and 25 years of continuous service. Continuous service shall mean time in a title or combination of titles which have existed and/or presently exist in the Security Services Unit, Security Supervisors Unit, Agency Law Enforcement Services Unit or Agency Police Services 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 Location Compensation, Supplemental Location Compensation and Inconvenience Pay

(a) Location Compensation

All members of this unit who are full-time annual salaried employees and whose principal place of employment, or, in the case of a field employee, whose official station is determined in accordance with the regulations of the state comptroller, is located in the city of New York, or in the county of Rockland, Westchester, Nassau, or Suffolk shall receive annual location pay in the following amounts:

Effective April 1, 2005 $1302
Effective April 1, 2006 $1338
Effective April 1, 2007 $1378
Effective April 1, 2008 $1419
Effective April 1, 2009 $1462
Effective April 1, 2010 $1520

This payment will be equally divided over 26 payroll periods in each fiscal year and shall count as compensation for overtime and retirement purposes.

(b) Supplemental Location Compensation

All members of this unit who are full-time annual salaried employees and whose principal place of employment, or in the case of a field employee, whose official station is determined in accordance with the regulations of the state comptroller, is located in the city of New York, or in the county of Putnam, Orange, Dutchess, Rockland, Westchester, Nassau or Suffolk, shall receive annual supplemental location pay, in the following amounts:

	Orange/Putnam/ Dutchess	NYC/Rockland/ Westchester	Nassau/ Suffolk
Effective April 1, 2005	$1,085	$1,627	$1,899
Effective April 1, 2006	$1,115	$1,672	$1,951
Effective April 1, 2007	$1,148	$1,722	$2,010
Effective April 1, 2008	$1,182	$1,774	$2,070
Effective April 1, 2009	$1,217	$1,827	$2,132
Effective April 1, 2010	$1,266	$1,900	$2,217

This payment will be equally divided over 26 payroll periods in each fiscal year and shall count as compensation for overtime and retirement purposes.

(c) Employees in Monroe County who were on the payroll on May 23, 1985, will continue to receive $203 location compensation for the term of this Agreement so long as they are otherwise eligible.

(d) Inconvenience Pay

The inconvenience pay program for employees who work four hours or more between 6:00 p.m. and 6:00 a.m., except on an overtime basis, will be continued as provided in Chapter 333 of the Laws of 1969 as amended subject to the following annual amounts:

Effective April 1, 2005	$511
Effective April 1, 2006	$525

Effective April 1, 2007	$541
Effective April 1, 2008	$557
Effective April 1, 2009	$574
Effective April 1, 2010	$597

11.8 Premium Pay

(a) Upon ratification of this Agreement, the Employer shall provide premium pay for Forest Rangers II and III at the rate of 18 percent of their basic annual compensation.

(b) If it is determined that any employee receiving premium pay pursuant to paragraph (a) above is eligible for overtime compensation under the Fair Labor Standards Act (FLSA), such premium pay for such employee shall cease when the Employer is required to commence payment of overtime compensation pursuant to the FLSA.

11.9 Pre-Shift Briefings

(a) Members of the unit who are full-time annual salaried who are required, authorized and actually assemble for pre-shift briefing or line up before the commencement of their regular tour of duty shall continue to be paid for pre-shift briefing at one and one-half times the hourly rate of pay provided for by subdivision 1 of section 134 of the civil service law and the rules and regulations of the director of the budget.

(b) However, members of the unit who are employees of the Department of Environmental Conservation who do not physically line up shall be paid the equivalent of pre-shift compensation for vehicle, equipment, office maintenance, and the handling of phone calls and home visitations received and instigated outside of the

regular workday. This payment supplants any payments made to such employees for equipment storage.

(c) There shall be no payment of pre-shift briefing for any day in which any employee is not physically reporting to work.

(d) There shall be no payment of pre-shift briefing to any member of the unit who receives premium pay.

(e) Nothing contained in this section shall prevent the establishment of mutually agreed upon local arrangements regarding the duties that may be performed to satisfy entitlement to this benefit, subject to the approval of the parties to this Agreement.

11.10 Security and Law Enforcement Differential

(a) The employer shall provide a security and law enforcement differential to all 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 as follows:

Effective April 1, 2005	$588
Effective April 1, 2006	$604
Effective April 1, 2007	$622
Effective April 1, 2008	$641
Effective April 1, 2009	$660
Effective April 1, 2010	$686

Such payments shall not be added to base salary, but shall be made biweekly.

(b) Effective March 31, 2011, the security enforcement differential rate shall be increased to the rate of one thousand five hundred fifty dollars ($1,550.00), added to the basic annual salary of those employees in payroll status on March 30, 2011, and

thereafter eliminated as a separate payment. The salary schedule for employees shall be amended to reflect the increase provided herein.

11.11 Hazardous Material Pay

(a) Effective April 1, 2003, all members of this unit who are police officers pursuant to subdivision thirty-four of section 1.20 of the criminal procedure law, full-time annual salaried employees, and employed by the Department of Environmental Conservation Division of Law Enforcement will receive $1,500 annually in recognition of their expertise and handling of Hazardous material.

(b) This payment will be equally divided over 26 payroll periods in each fiscal year and shall count as compensation for overtime and retirement purposes.

11.12 Hazardous Material, Fire Management, Search and Rescue Pay

(a) Effective April 1, 2003, all members of this unit who are police officers pursuant to subdivision thirty-four of section 1.20 of the criminal procedure law, full-time annual salaried employees, and employed by the Department of Environmental Conservation, Division of Forest Protection will receive $1,500 annually in recognition of their expertise and handling of Hazardous material, fire suppression and search and rescue activities.

(b) This payment will be equally divided over 26 payroll periods in each fiscal year and shall count as compensation for overtime and retirement purposes.

11.13 Marine/Off Road Enforcement Pay

(a) Effective April 1, 2003, all members of this unit who are police officers pursuant to subdivision thirty-four of section 1.20 of the criminal procedure law, full-time annual salaried employees, and employed by the Office of Parks, Recreation & Historic

Preservation or the Department of Environmental Conservation, Division of Law Enforcement and/or Division of Forest Protection will receive $1,500 annually in recognition of their expertise in Marine and Off-Road Enforcement.

(b) This payment will be equally divided over the 26 payroll periods in each fiscal year and shall count as compensation for overtime and retirement purposes.

11.14 Expanded Duty Pay

(a) In recognition of the additional duties and responsibilities performed by the police officers in this unit as a result of the September 11th terrorist attacks, all members of this unit who are police officers pursuant to subdivision thirty-four of section 1.20 of the criminal procedure law and are full-time annual salaried employees will receive annual expanded duty pay in the amount of $2575 effective April 1, 2004.

(b) Effective March 31, 2011, this amount shall be increased to $3075 annually.

(c) This payment will be equally divided over the 26 payroll periods in each fiscal year and shall count as compensation for overtime and retirement purposes.

11.15 Command Pay

The Employer shall continue to provide command pay for Chief Environmental Conservation Officers and Environmental Conservation Investigators III at the rate of five (5) percent of their basic annual compensation. Command pay shall be paid in recognition of those additional responsibilities placed upon employees in the above referenced titles. Such additional responsibilities shall include the authorization and control of all overtime incurred by subordinate supervisors in addition to the monitoring and control of all overtime expenditures within their allocated budget. Additional

responsibilities shall also include those activities associated with the deployment of subordinate supervisors when managing incidents and occurrences, and where appropriate assuming direct command responsibility.

11.16 Retroactivity

All wage payments shall be retroactive as specified in this article except that the amount of any retroactive payment shall be reduced by the value of nine days and the value of the increase in the health insurance premium retroactive to October 1, 2011.

11.17 Effective Date of Increases

The increases in compensation provided herein 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 in force on March 31, 2005 with the State health and dental insurance carriers unless specifically modified or replaced pursuant to this Agreement.

12.2 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 New York State Health Insurance Program ("NYSHIP") 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) Effective July 1, 2012 covered dependent children up to age 26 shall be provided with health insurance, including prescription drug benefits.

12.2(a)(4) Covered dependent students shall be provided with dental and vision benefits including a three-month extended benefit period upon completion of each semester. The benefit extension will begin on the first day of the month following the month in which dependent student coverage would otherwise end and will last for three months or until such times as eligibility would otherwise be lost under existing Plan rules.

12.2(a)(5) Domestic Partners who meet the definition of a partner and can provide acceptable proofs of financial interdependence, as outlined in the Affidavit of Domestic Partnership and Affidavit of Financial Interdependency shall be eligible for health care coverage.

12.2(b) Waiting Period - Newly-hired employees represented by the PBA (The Agency Police Services Unit) shall be required to serve a 56 day waiting period before eligibility for health insurance coverage begins.

12.2(c) Health Insurance Enrollment Opt-Out: Effective July 1, 2012, NYSHIP enrollees who can demonstrate and attest to having other coverage that is not through New York State, Participating Employers, or their Retirees, may annually elect to opt-out of NYSHIP's Empire Plan or Health Maintenance Organizations (HMOS). Employees who choose to opt out of NYSHIP will receive an annual payment of $1000 for opting out of individual coverage or $3000 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 opt-out unless newly eligible to enroll. The Opt-out payment will be prorated over the twenty-six

(26) payroll cycles and appear as a credit to the employee's wages for each biweekly payroll period the eligible individual is qualified. Eligible enrollees who opt-out of NYSHIP coverage shall be deemed to be enrolled in NYSHIP for the sole purpose of eligibility for retiree health insurance coverage.

12.3 Benefits Management Program

12.3(a)(1) Pre-certification will be required for all elective inpatient confinements to provide an opportunity for a review of surgical and diagnostic procedures for appropriateness of setting and treatment

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 includes Magnetic Resonance Imaging (MRI). Effective July 1, 2012 Computerized Axial Tomography (CAT Scan), Positron Emission Tomography (PET Scans), Magnetic Resonance Angiography (MRAs) and diagnostic Nuclear Medicine Procedures will be added to the Prospective Procedure Review Program.

* Enrollees will be required to call the Benefits Management Program for Pre-certification when a listed procedure is recommended, regardless of setting. 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 regardless of setting.

12.4 Hospital Services

12.4(a)(1) The copayment for emergency room services will be $50. Effective July 1, 2012, the copayment for emergency room services will be $70. The copayment for outpatient services covered by the hospital contract will be $35

copayment per outpatient visit. Effective July 1, 2012 the copayment for outpatient services in a hospital or extension clinic will be $40. Effective July 1, 2012 the copayment for outpatient surgery in a hospital or extension clinic will be $60.

The Emergency room and hospital outpatient copayments will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting, and for the following covered chronic care outpatient services: chemotherapy, radiation therapy, and hemodialysis.

12.4(a)(2) Coverage for services provided in the outpatient department of a hospital will be expanded to include services provided in a remote location of the hospital (hospital owned and operated extension clinics). Emergency care provided in such remote location of the hospital will be subject to the $50 emergency room copayment. Effective July 1, 2012 the copayment for emergency room services will be $70. Outpatient services provided in such remote location of the hospital will be subject to the $35 outpatient hospital copayment. Effective July 1, 2012 outpatient services will subject to a $40 copayment. Effective July 1, 2012 outpatient surgery will be subject to a $60 copayment. These copayments will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting.

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

12.4(a)(4) The Hospital component (inpatient and outpatient services) of the Empire Plan will be modified 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% 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.
- Effective January 1, 2012 Federal Mental Health Parity requires that covered expenses be included in the combined (hospital, medical and mental health/substance abuse) coinsurance maximum.
- Covered outpatient services received at a non-network hospital will be reimbursed at 90% of charges or a $75 copayment whichever is greater. The non-network outpatient coinsurance will be applied toward the $1500 annual coinsurance maximum.
- 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;
- Inpatient/outpatient treatment in geographic areas where access to a network hospital exceeds 30 miles or does not exist; and
- 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.
- Effective July 1, 2012, treating physician services in a Hospital Emergency Room as provided by the 2010 Federal Health Parity will be paid up to the Reasonable & Customary Allowance less any appropriate copayment even if the provider is not participating in the Empire Plan participating provider network under the medical component.

12.5 Medical Services

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

12.5(a)(1) Office visit charges by participating providers will be subject to a $15 copayment per covered individual. Effective July 1, 2012 office visit charges by participating providers will be subject to a $20 copayment.

Covered surgical procedures rendered by participating providers will be subject to a $15 copayment. Effective July 1, 2012 covered in-office surgical procedures rendered by participating providers will be subject to a $20 copayment up to a 2 copayment max.

12.5(a)(2) All covered radiology services rendered by participating providers will be subject to a $15 copayment per covered individual. Effective July 1, 2012, all covered radiology services rendered by participating providers will be subject to a $20 copayment per covered service.

All covered outpatient laboratory services rendered by participating providers will be subject to a $15 copayment per covered individual. Effective July 1, 2012, all covered outpatient laboratory services rendered by participating providers will be subject to a $20 copayment per covered service.

12.5(a)(3) Effective July 1, 2012, all covered services provided at an ambulatory surgery center are subject to a $30 copayment by the enrollee. All anesthesiology, radiology, and laboratory tests performed on the day of the 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(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, 2005.

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 $271 per 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 January 1, 2012 the annual basic medical component deductible shall equal $1,000 per enrollee, $1,000 per covered spouse/domestic partner and $1,000 for one or all dependent children. Coincident with the implementation of the January 1, 2012 Federal Mental Health Parity requirements, covered expenses for basic medical services, mental health and/or substance abuse treatments and home care advocacy services will be included in determining the basic medical component deductible. As set forth in Section 12.15 of this Agreement, a separate deductible for managed physical medicine services will continue on and after January 1, 2012.

12.5(f) The basic medical component shall pay 80 percent reimbursement of reasonable and customary charges for the first $5025 of covered expenses in a calendar year, ($1,005 maximum out-of-pocket expense) then 100 percent of reasonable and customary covered expenses. Effective January 1, 2003 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 January 1, 2012 with the implementation of the Federal Mental Health Parity requirements, the annual maximum enrollee coinsurance out-of-pocket expense under the basic medical component shall be $3,000 for the enrollee, $3,000 for the covered spouse/domestic partner and $3,000 for one or all dependent children. Effective January 1, 2012, the coinsurance maximums will include out-of-pocket expenses for covered hospital, medical, mental health and substance abuse services. The coinsurance maximums will not include out-of-pocket expenses for covered home care advocacy program services as set forth in Section 12.6(l) of this Agreement nor covered managed physical medicine services as set forth in Section 12.15 of this agreement.

12.5(g) Effective July 1, 2012, if there are no participating providers available within the established access standards, enrollees will receive paid-in-full benefits (less any appropriate participating provider copayment). Guaranteed network-level benefits will be made available to enrollees for primary care physicians and core specialty providers as follows: allergy, anesthesia, cardiology, dermatology, laboratory,

neurology, ophthalmology, orthopedic surgery, otolaryngology, pathology, pulmonary medicine, radiology, and urology.

12.6 The Police Benevolent Association New York State (PBA) Enhancements

In addition to the basic Empire Plan benefits, the Empire Plan for PBA bargaining unit members shall include:

(a) The State agrees 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 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 New York State Health Insurance Program on the first of any month coinciding with or following the retiree's death.

(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 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.
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 reimbursed up to the Reasonable & Customary Allowance 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. The hearing aid reimbursement will be $1,200, per hearing aid, per ear, once every four years, not subject to deductible or coinsurance. Effective July 1, 2012, the hearing aid reimbursement shall be increased to $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 increase in 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;
- lifetime coverage limit per individual of $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 will be a covered in full benefit, not subject to deductible or coinsurance. Coverage will be provided by the medical carrier as follows:

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

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

(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. The list of immunizations shall include Influenza, Pneumococcal Pneumonia, Measles, Mumps, Rubella, Varicella, Tetanus Toxoid; effective July 1, 2012, Meningococcal Meningitis, and Herpes Zoster (Shingles) 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 will 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 will include Cancer Resource Services. The Cancer Resource Program will provide:

- Direct telephonic nurse consultations;
- Information and assistance in locating appropriate care centers;
- Connection with cancer experts at Cancer Resource Services network facilities;
- A travel allowance without annual or lifetime limits subject to the parameters listed below:
    - The maximum mileage allowance will be consistent with the allowance permitted by the Internal Revenue Service.
    - The meal and lodging allowance in each location will be equal to the rate provided by the Federal government to its employees in such locations.
- Paid-in-full reimbursement for all services provided at a Cancer Resource Services network facility when the care is pre-certified.

(w) A network of prosthetic and orthotic providers is available under the Medical component. 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) The Basic Medical Provider Discount Program will be available through the basic medical component of the Empire Plan. This program offers discounts from certain physicians and other providers who are not part of the Empire Plan participating provider network but are an Empire Plan Multiplan provider. To be eligible to receive the Basic Medical Provider Discount Program the following conditions must be met:

- The Empire Plan is the primary coverage;
- Basic Medical Services were received from a non-participating provider;
- The non-participating provider is in the Empire Plan's Multiplan network;
- The Multiplan provider discounted fee is lower than the Basic Medical reasonable and customary allowance; and
- The annual Basic Medical deductible has been met.

Empire Plan enrollees will have access to an expanded network of providers through an additional provider network;

- Basic Medical provisions will apply to the providers in the expanded network option (deductible and 20% coinsurance);
- In a medical emergency, charges for services provided in a hospital emergency room will be subject to deductible, but no 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 various voluntary disease management programs.

(z) Effective July 1, 2012 preventive care services as established by the 2010 Federal Patient Protection and Affordable Care Act will be covered in-full (i.e., not subject to copayment) when an individual utilizes a Participating Provider.

(aa) Effective July 1, 2012 or as soon as practicable, licensed and certified nurse practitioners and convenience care clinics (aka minute clinics) will be available as participating providers in the Empire Plan subject to the applicable participating provider copayment(s).

(bb) Effective July 1, 2012, the basic medical program will provide paid in full benefits for prosthetic wigs subject to a lifetime maximum benefit of $1,500.

(cc) Effective July 1, 2012, the HCAP program will provide coverage for one pair of diabetic shoes per year. Coverage will be provided as follows: individuals who use a network provider will receive a paid-in-full benefit up to a maximum of $500 per year; individuals who use a non-network provider will receive reimbursement under the Basic Medical component of the Empire Plan, subject to deductible with the remainder paid at 75 percent of the HCAP allowance up to a maximum of $500 per year.

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(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 drug copayments exists to differentiate between Level One (generic), Level Two (preferred brand) and Level Three (non-preferred brand). The copayment for prescription drugs purchased at a retail pharmacy or the mail service pharmacy for up to a 30-day supply shall be as follows:

- $5 Generic/Level one
- $15 Preferred-Brand/Level Two
- $40 Non-Preferred Brand/Level Three
- Effective July 1, 2012, the copayment for up to a thirty-day supply at either the retail or mail service pharmacy will be $25 for preferred brand/Level Two drugs and $45 for non-preferred brand/Level Three drugs.

  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/Level One

- $30 Preferred Brand/Level Two
- $70 Non-Preferred Brand/Level Three
- Effective July 1, 2012, the copayment for a 31 to 90 day supply at the retail pharmacy will be $50 for preferred brand/Level Two drugs and $90 for non-preferred brand/Level Three drugs.

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/Level One
- $20 Preferred Brand/Level Two
- $55 Non-Preferred Brand/Level Three
- Effective July 1, 2012, the copayment for a 31 to 90 day supply at the mail service pharmacy will be $50 for preferred brand/Level Two drugs and $90 for non-preferred brand/Level Three drugs.

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.

Effective January 1, 2013, new-to-you prescriptions will require two 30 day fills at a retail setting prior to being able to obtain a 90 day fill through retail or mail.

(c) Effective July 1, 2012 drugs considered to be "specialty drugs" (including but not limited to drugs requiring special handling, special administration and/or intensive patient monitoring and biotech drugs developed from human cell proteins and DNA) will be dispensed through the Empire Plan Specialty Pharmacy Program.

- Following implementation, enrollees may fill one prescription for a drug included in the Specialty Pharmacy Program at a retail pharmacy. After the initial fill at a retail pharmacy, all subsequent fills must be dispensed through the Specialty Pharmacy Program.
- Drugs included in the Specialty Pharmacy Program will be assigned to copayment levels subject to the following copayments:

a) for up to a 30-day supply:

a. $5 Generic/Level One

b. $25 Preferred-Brand/Level Two

c. $45 Non-Preferred Brand/Level Three

b) for a 31 to 90 day supply:

a. $5 Generic/Level One

b. $50 Preferred Brand/Level Two

c. $90 Non-Preferred Brand/Level Three

(d) Effective October 1, 2011 when deemed appropriate the Empire Plan Prescription Drug Program Insurer/Pharmacy Benefit Manager shall be permitted additional flexibility in the management of the formulary, including the following;

• Place a brand name drug on Level One and exclude or place a generic drug on Level Three subject to the appropriate copayment. This placement may be revised mid-

year when such revision is advantageous to the Plan. Enrollees will be notified in advance of such changes.

• Certain therapeutic categories with two or more clinically sound and therapeutically equivalent Level One options may not have a brand name drug in Level Two.

• Access to one or more drugs in select therapeutic categories may be excluded if the drug(s) has no clinical advantage over other generic and brand name medications in the same therapeutic class.

• Effective July 1, 2012 upon implementation of the "Enhanced Flexible Formulary", enrollees who are prescribed and fill a prescription for certain Level One Drugs instead of excluded drugs shall receive a four month Level One copayment waiver. The drugs chosen for the copayment waiver shall be the top 3 highest volume preferred or non-preferred drugs that are excluded under the Enhanced Flexible Formulary, as determined by the Prescription Drug Program Insurer/Pharmacy Benefit Manager.

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 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 provided under the Empire Plan and 84 percent for individual prescription drug coverage and 69 percent for dependent drug coverage under the Empire Plan.

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 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 dependent prescription drug coverage under each participating HMO.

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 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.

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

For employees retiring on or after December 31, 2011, the basic monthly value of the sick leave credit shall continue to be calculated in the same manner except that the calculation shall be based on the "1999 Unisex" actuarial table of life expectancy used by the New York State Employees Retirement System.

12.9 Option Transfer

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

12.9(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 the PBA (Agency Police Services Unit) agree to continue the Joint Committee on Health and Dental Benefits. The Committee shall consist of at least three representatives selected by the PBA (Agency Police Services Unit) 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 in the amount of $3680 for the period April 1, 2011 to March 31, 2012, $3680 for the period April 1, 2012 to March 31, 2013, $3680 for the period April 1, 2013 to March 31, 2014 and $3754 for the period April 1, 2014 to March 31, 2015.

(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 the PBA (Agency Police Services Unit).

(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 New York State Health Insurance Program 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 (2) Ambulatory Surgery Center development; (3) HCAP/ER benefit-review; (4) The ongoing review of the Managed Physical Medicine Program; (5) An annual review of the list of procedures requiring Prospective Procedure Review; The JCHB and the State will evaluate the current pre-notification of radiology services and review the viability of pre-authorizing non-urgent/non-emergent cardiologic procedures and testing; (6) Review of the appropriateness of additional chronic copayment waivers; (7) Work with the dental carrier to increase access to participating dental specialists such as orthodontists; (8) Work with the State to monitor and oversee a voluntary disease management program under the medical component of the Empire Plan; (9) Work with the State on the ongoing review of the–Healthcare Spending Account; (10) 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, and infertility and Cancer Resource Services currently within the Medical Component of the Empire Plan; (11) Work with the State and medical carrier to develop an enhanced network of urgent care facilities; (12) Will work with the State to implement a direct debit vehicle to be utilized under the Medical flexible Spending Account; (13) Work with the State to implement and oversee a bariatric surgery management program; (14) Work with the State to implement and oversee a Healthy Back Disease Management Program.

12.11 Vision Care Benefits

The State shall provide for and pay the full cost for the vision care plan in effect as of March 31, 2005.

(a) Waiting Period - Newly-hired employees represented by the PBA (Agency Police Services Unit) shall be required to serve a 56 day waiting period before eligibility for vision care coverage begins.

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

(c) 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.

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

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

(f) 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.

(g) 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.

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

(i) The PBA (Agency Police Services Unit) Vision Care Plan will be modified as follows:

1. Lasik and other corrective vision care procedures performed to nearsightedness and/or farsightedness not covered through 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 up to 25 percent for such procedures 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 PBA (Agency Police Services Unit) 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 provide dental benefits at the same level as were in effect March 31, 2005, 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 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 shall be $2300 per person.

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

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

(g) Waiting Period - Effective July 1, 2012, newly-hired employees represented by PBA (Agency Police Services Unit) shall be required to serve a 56 day waiting period before eligibility for dental coverage begins.

12.13 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 in-network care, limited non-network care will be available. Benefits shall be as follows:

12.13(a) IN-NETWORK BENEFIT

- Mental Health Coverage
  - Paid-in-full medically necessary hospitalization services and inpatient physician charges when provided by, or arranged through, the network;
  - Outpatient care provided by, or arranged through, the network will be covered subject to the participating provider office 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 hospital 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

- Medically necessary inpatient mental health and alcohol and substance abuse treatment will not have an annual or lifetime dollar maximum.

12.13(b) NON-NETWORK Mental Health benefits

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

- Effective January 1, 2012, the coinsurance maximums will include out-of-pocket expenses for covered hospital, medical, mental health and substance abuse services.

Non-Network Alcohol and Substance Abuse Benefits

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

- Effective January 1, 2010 there will be no lifetime or annual maximums for non-network inpatient or outpatient substance abuse services.
- Effective January 1, 2010, non-network coverage for substance abuse treatment is subject to the same deductibles and coinsurance maximums as the non-network Hospital and Basic Medical components.
- Effective January 1, 2012, the coinsurance maximums will include out-of-pocket expenses for covered hospital, medical, mental health and substance abuse services.

12.14 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 maximum.

Article 13
Education and Training

13.1 The Employer will recommend an appropriation by the Legislature for implementation of education and training programs for employees of this unit. The funding shall be as follows: Fiscal Year 2011-2012 - $21,300; Fiscal Year 2012-2013 - $21,300; Fiscal Year 2013-2014 - $21,300; Fiscal Year 2014-2015 - $21,726.

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

13.3(a) In order to provide for proper training or orientation, any employee who transfers, is promoted, or assumes a new assignment shall not be eligible for new job assignments or shifts during the 15-day period immediately following the assumption of new duties resulting from any such transfer, promotion or reassignment.

(b) Environmental Conservation Police Officer, Forest Ranger, Park Patrol Officer and University Police Officer trainees will receive a $200 lump sum payment upon satisfactory completion of their initial training.

13.4 The Employer will recommend an appropriation by the Legislature for implementation of education and training programs for employees of this unit. Such training shall be management-directed after consultation with the PBA. The funding

shall be as follows: Fiscal Year 2011-2012 - $13,000; Fiscal Year 2012-2013 - $13,000; Fiscal Year 2013-2014 - $13,000; Fiscal Year 2014-2015 - $13,260.

13.5(a) The Employer will appropriate funds to provide an Employee Assistance Program for employees in this unit. The funding shall be as follows: Fiscal Year 2011-2012 - $3,220; Fiscal Year 2012-2013 - $3,220; Fiscal Year 2013-2014 - $3,220; Fiscal Year 2014-2015 - $3,285.

(b) The Employer will appropriate funds to provide an Organizational Alcoholism Program for employees in this unit. The funding shall be as follows: Fiscal Year 2011-2012 - $5,000; Fiscal Year 2012-2013 - $5,000; Fiscal Year 2013-2014 - $5,000; Fiscal Year 2014-2015 - $5,100.

13.6 Notices of agency level training shall be sent to the PBA President, and posted for fifteen (15) days whenever possible on PBA bulletin boards prior to selection of the individuals to be trained.

Article 14
Attendance and Leave

14.1 Vacation Credits

(a) Pursuant to the Attendance Rules, employees entitled to earn and accumulate vacation credits presently earn and accumulate vacation at the rate of (a) twenty (20) days annually or (b) one-half (1/2) 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 re-employment in State service within one year following such resignation, shall not constitute an interruption of continuous State service for the purposes of this Article, provided, however, that leave without pay for more than six (6) months or a period of more than six (6) 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, regions, headquarters or campuses 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 forty (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 thirty (30) days. An employee at the vacation accrual maximum (forty [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 forty (40) days of such credits during a year, provided, however,

that the employee's balance of vacation credits does not exceed forty (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 (5) 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 fifteen (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 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.

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 then 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 (12) months per injury for the purposes of coverage under the New York State Health Insurance Plan.

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

14.10 Unauthorized Absence

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

14.11 Medical Verification

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

(b) If, no more than ten working days prior to the date specified by the employee's own physician as the date upon which the employee may return to work, the

employee provides the appointing authority with 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 ten working days following the specified return-to-work date, to complete medical examinations. For each working day of advance notice from the employee less than ten, the appointing authority shall have an additional working day beyond the return-to-work date to complete medical examinations.

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

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

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

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

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

14.12 Deficit Reduction Leave

(a)(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 until March 31, 2013.

(2) The scheduling of such dates will be subject to supervisor 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 2014-2015.

(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.

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

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 PBA 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 PBA at each region, campus or headquarter.

(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 workplace shall be guaranteed a minimum of one-half day's overtime compensation. If an employee lives on the facility grounds or works from his/her residence 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.

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 PBA of such contemplated change and provide the PBA 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 shall be paid, subject to rules and regulations of the Comptroller, to employees who work at least three hours overtime on a regular working day or at least six hours overtime on other than a regular working day. When an employee is required to work nine hours or more on other than a regularly scheduled working day, two meal allowances will be allowed.

15.5 Standby/On-Call Rosters

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

(b) 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

employee who is actually recalled to work from the roster will receive appropriate overtime or recall compensation as provided by this Agreement. Administration of such payments shall be in accordance with rates established by the Director of the Budget.

Article 16
Holiday Pay

16.1 Option

An employee who is entitled to time off with pay on days observed as holidays by the State who is scheduled or required to work on a holiday shall receive at 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.

(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, December26 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, Veteran's 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.

Article 18
Payroll Computation

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

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

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

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

Article 19
Credit Union Deductions

19.1 The Employer agrees to deduct from the salary of an employee an amount authorized in writing by the employee which shall be within the minimum and maximum amounts specified by the Comptroller and to transmit such funds to a bona fide credit union. The sums transmitted shall be used for appropriate purposes and their specific allocation shall be determined by an arrangement between the employee and 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

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 Effective March 31, 2011, all employees who are eligible to receive the clothing maintenance allowance shall have such allowance increased to $1,075. Effective March 31, 2011, all employees who are eligible to receive the clothing allowance shall have such allowance increased to $1,475. Effective March 31, 2011, the clothing maintenance allowance shall be eliminated as a separate payment and $1,075 of the clothing allowance shall be eliminated as a separate payment in accordance with Article 11.2(g). Starting with November 2011, all employees who are eligible for the clothing allowance and are on the payroll on the last day of the payroll period in which November 1 falls shall receive a clothing allowance in the amount of $400, by separate check, for uniform cleaning and maintenance on or about December 1 of each year of this Agreement.

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

ARTICLE 21

Indemnification

21.1 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.

21.2 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 5 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.

21.3 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.

21.4 The employee shall inform his supervisor when he informs the Attorney General of the services he has received under Section 21.1 above.

21.5(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.

21.6 The Employer and the PBA agree to enter into a contract to provide for the implementation of a legal defense fund, in the amount of $5,000, in accordance with such terms as shall be jointly agreed upon by the parties and subject to the approval of the Comptroller, to be administered by the PBA to provide legal defense for the PBA bargaining unit members 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.

21.7 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 PBA remain committed to a cooperative effort to provide safe working conditions for employees.

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

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

22.4 A program of Random Drug Testing consistent with Appendix "D" will be implemented by the State Agencies whose employees are covered by this Agreement.

22.5 Grievances alleging failure to comply with Article 22.1 through 22.3 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 Agency Police Services Unit who are now members of the PBA bargaining unit and serve in titles formerly covered by the Security Supervisors Unit or 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 PBA and with the approval of the Comptroller.

23.2 The Employer agrees to provide for payments of up to $150 out of local funds at the Agency 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 in a department or agency including sick leave, military leaves not to exceed four years and other leaves of absence which do not exceed one year and Workers' Compensation Leave.

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

24.3(a) For the titles Environmental Conservation Officer (ECO), ECO Trainees 1 and 2, ECI 1 and 2, Supervising ECO, Forest Rangers 1 and 2, Park Police Officer (PPO), PPO Trainee, PPO SL, University Police Officer (UPO) 1, UP Investigator 1, and UPO SL only, this paragraph shall apply: 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.

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

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

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

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

24.7 The Employer agrees to provide the PBA 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 PBA labor/management committee shall be at the discretion of the PBA. Time approved for such meetings shall be authorized only for employees of the department or agency for which the meeting is held except that members of the PBA Board of Directors shall 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 PBA 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 fourteen (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 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 PBA and Management Chairs of the 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 PBA 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 PBA will review the manner in which quality of work life efforts should be provided in this unit. Funding will be appropriated as follows for the stated Fiscal Years: 2011-2012: $15,723; 2012-2013: $15,723; 2013-2014: $15,723; 2014-2015: $16,037 for a statewide labor/management committee.

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 service 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 PBA 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 PBA to provide certain benefits for full-time annual salaried employees in the PBA bargaining unit.

For each full-time annual salaried unit employee, the Employer shall deposit an amount in the employee benefit fund as follows: on April 1, 2011 - $40 per employee; on April 1, 2012 - $40 per employee; on April 1, 2013 - $40 employee; on April 1, 2014 - $40 per employee. 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 The Employer and PBA shall continue to provide the Dependent Care Advantage Account Program provided by the New York State Labor/Management Child Care Advisory Committee to the extent that federal and state laws allow. The administrative cost shall continue to be funded through Article 25.6 of this Agreement. 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.

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 PBA during the term of this Agreement.

Article 27
Preservation of Benefits

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

Article 28
Savings Clause

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

Article 29
Printing of Agreement

29.1 The State shall be responsible for reproducing this Agreement. Distribution to the PBA 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 PBA and the State.

Article 30
Approval of the Legislature

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

Article 31
Conclusion of Collective Negotiations

31.1 The Employer and the PBA 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 PBA 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: April __, 2014

THE EXECUTIVE BRANCH OF THE STATE OF NEW YORK

_____
Joseph Bress, Chief Negotiator

_____
Michael Volforte, Interim Director

_____
Darryl Decker, Assistant Director
Employee Benefit Unit

POLICE BENEVOLENT ASSOCIATION OF NEW YORK STATE, INC.

_____
Manuel Vilar, President

_____
Michael Mabee, VP & CAO

_____
Bernard Rivers, VP & CCO

_____
Gary Friedrich, VP & CFO

_____
Robert D. Cavanagh, Secretary

James McCartney, Treasurer

Peter Barry, Director

Troy Caupain, Director

Walter Schedel, Director

Brian Gillis, Director

Lawrence DiDonato, Director

Robert Rogers, Director

Elwood Erickson, Director

Daniel De Federicis, Executive Director

APPENDIX "A"

Salary Schedule 4/1/05 - 3/31/06

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	21345	22175	23005	23835	24665	25495	26325	830	27565	28806	31209	32450
2	22067	22941	23815	24689	25563	26437	27311	874	28623	29935	32410	33723
3	23075	23987	24899	25811	26723	27635	28547	912	29916	31285	33816	35185
4	24044	25005	25966	26927	27888	28849	29810	961	31250	32689	35291	36729
5	25110	26121	27132	28143	29154	30165	31176	1011	32690	34205	36882	38396
6	26345	27407	28469	29531	30593	31655	32717	1062	34312	35907	38666	40262
7	27749	28856	29963	31070	32177	33284	34391	1107	36049	37708	40529	42188
8	29226	30375	31524	32673	33822	34971	36120	1149	37844	39568	42452	44177
9	30772	31971	33170	34369	35568	36767	37966	1199	39768	41569	44534	46334
10	32432	33693	34954	36215	37476	38737	39998	1261	41886	43773	46822	48710
11	34258	35570	36882	38194	39506	40818	42130	1312	44095	46060	49189	51156
12	36078	37447	38816	40185	41554	42923	44292	1369	46349	48407	51624	53681
13	38140	39571	41002	42433	43864	45295	46726	1431	48868	51010	54315	56457
14	40244	41744	43244	44744	46244	47744	49244	1500	51488	53733	57139	59383
15	42471	44031	45591	47151	48711	50271	51831	1560	54169	56508	60006	62343
16	44780	46410	48040	49670	51300	52930	54560	1630	57004	59448	63051	65493
17	47209	48926	50643	52360	54077	55794	57511	1717	60082	62652	66385	68957
18	49805	51607	53409	55211	57013	58815	60617	1802	63320	66024	69889	72593
19	52436	54318	56200	58082	59964	61846	63728	1882	66549	69370	73354	76176
20	55047	57014	58981	60948	62915	64882	66849	1967	69802	72755	76868	79822
21	57925	59977	62029	64081	66133	68185	70237	2052	73315	76392	80631	83709
22	60937	63110	65283	67456	69629	71802	73975	2173	77230	80484	84900	88155
23	64148	66383	68618	70853	73088	75323	77558	2235	80912	84266	88779	92132
24	67533	69851	72169	74487	76805	79123	81441	2318	84916	88392	93031	96507
25	71212	73629	76046	78463	80880	83297	85714	2417	89338	92961	97749	101373

Salary Schedule 4/1/06 - 3/31/07

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	21932	22785	23638	24491	25344	26197	27050	853	28324	29599	32068	33343
2	22674	23572	24470	25368	26266	27164	28062	898	29410	30758	33301	34650
3	23710	24647	25584	26521	27458	28395	29332	937	30739	32145	34746	36153
4	24705	25693	26681	27669	28657	29645	30633	988	32113	33591	36265	37742
5	25801	26840	27879	28918	29957	30996	32035	1039	33591	35147	37898	39454
6	27069	28160	29251	30342	31433	32524	33615	1091	35254	36893	39728	41367
7	28512	29650	30788	31926	33064	34202	35340	1138	37044	38748	41647	43351
8	30030	31211	32392	33573	34754	35935	37116	1181	38887	40659	43622	45395
9	31618	32850	34082	35314	36546	37778	39010	1232	40862	42712	45759	47608
10	33324	34620	35916	37212	38508	39804	41100	1296	43040	44979	48112	50052
11	35200	36548	37896	39244	40592	41940	43288	1348	45307	47326	50541	52562
12	37070	38477	39884	41291	42698	44105	45512	1407	47626	49740	53046	55159
13	39189	40659	42129	43599	45069	46539	48009	1470	50210	52411	55807	58008
14	41351	42892	44433	45974	47515	49056	50597	1541	52903	55209	58709	61015
15	43639	45242	46845	48448	50051	51654	53257	1603	55659	58063	61657	64058
16	46011	47686	49361	51036	52711	54386	56061	1675	58572	61083	64786	67295
17	48507	50271	52035	53799	55563	57327	59091	1764	61733	64373	68209	70852
18	51175	53027	54879	56731	58583	60435	62287	1852	65064	67843	71814	74592
19	53878	55812	57746	59680	61614	63548	65482	1934	68381	71279	75373	78272
20	56561	58582	60603	62624	64645	66666	68687	2021	71721	74755	78982	82017
21	59518	61627	63736	65845	67954	70063	72172	2109	75335	78496	82852	86014
22	62613	64846	67079	69312	71545	73778	76011	2233	79356	82699	87236	90581
23	65912	68209	70506	72803	75100	77397	79694	2297	83140	86586	91224	94669
24	69390	71772	74154	76536	78918	81300	83682	2382	87253	90824	95591	99162
25	73170	75654	78138	80622	83106	85590	88074	2484	91798	95520	100440	104164

Salary Schedule 4/1/07 - 3/31/08

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	22590	23469	24348	25227	26106	26985	27864	879	29176	30489	33033	34346
2	23354	24279	25204	26129	27054	27979	28904	925	30292	31681	34300	35690
3	24421	25386	26351	27316	28281	29246	30211	965	31660	33108	35787	37237
4	25446	26464	27482	28500	29518	30536	31554	1018	33078	34601	37355	38876
5	26575	27645	28715	29785	30855	31925	32995	1070	34598	36200	39034	40637
6	27881	29005	30129	31253	32377	33501	34625	1124	36313	38001	40921	42610
7	29367	30539	31711	32883	34055	35227	36399	1172	38154	39909	42895	44650
8	30931	32147	33363	34579	35795	37011	38227	1216	40051	41876	44928	46754
9	32567	33836	35105	36374	37643	38912	40181	1269	42089	43994	47132	49037
10	34324	35659	36994	38329	39664	40999	42334	1335	44332	46329	49556	51555
11	36256	37645	39034	40423	41812	43201	44590	1389	46670	48749	52061	54142
12	38182	39631	41080	42529	43978	45427	46876	1449	49053	51231	54636	56812
13	40365	41879	43393	44907	46421	47935	49449	1514	51716	53983	57481	59748
14	42592	44179	45766	47353	48940	50527	52114	1587	54489	56864	60469	62845
15	44948	46599	48250	49901	51552	53203	54854	1651	57328	59804	63506	65979
16	47391	49116	50841	52566	54291	56016	57741	1725	60327	62914	66728	69312
17	49962	51779	53596	55413	57230	59047	60864	1817	63585	66304	70256	72978
18	52710	54618	56526	58434	60342	62250	64158	1908	67018	69881	73971	76832
19	55494	57486	59478	61470	63462	65454	67446	1992	70432	73417	77634	80620
20	58258	60340	62422	64504	66586	68668	70750	2082	73875	77000	81354	84480
21	61304	63476	65648	67820	69992	72164	74336	2172	77594	80850	85336	88593
22	64491	66791	69091	71391	73691	75991	78291	2300	81736	85180	89853	93298
23	67889	70255	72621	74987	77353	79719	82085	2366	85634	89184	93961	97509
24	71472	73925	76378	78831	81284	83737	86190	2453	89868	93546	98456	102134
25	75365	77924	80483	83042	85601	88160	90719	2559	94555	98388	103456	107292

Salary Schedule 4/1/08 - 3/31/09

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	23268	24173	25078	25983	26888	27793	28698	905	30049	31402	34022	35374
2	24055	25008	25961	26914	27867	28820	29773	953	31203	32633	35331	36763
3	25154	26148	27142	28136	29130	30124	31118	994	32610	34102	36861	38355
4	26209	27258	28307	29356	30405	31454	32503	1049	34073	35641	38478	40045
5	27372	28474	29576	30678	31780	32882	33984	1102	35635	37285	40204	41855
6	28717	29875	31033	32191	33349	34507	35665	1158	37404	39142	42150	43890
7	30248	31455	32662	33869	35076	36283	37490	1207	39298	41105	44181	45989
8	31859	33112	34365	35618	36871	38124	39377	1253	41256	43135	46279	48160
9	33544	34851	36158	37465	38772	40079	41386	1307	43351	45313	48546	50508
10	35354	36729	38104	39479	40854	42229	43604	1375	45662	47719	51043	53102
11	37344	38775	40206	41637	43068	44499	45930	1431	48072	50214	53625	55769
12	39327	40820	42313	43806	45299	46792	48285	1493	50527	52771	56278	58519
13	41576	43135	44694	46253	47812	49371	50930	1559	53265	55600	59203	61538
14	43870	45505	47140	48775	50410	52045	53680	1635	56126	58573	62286	64733
15	46296	47997	49698	51399	53100	54801	56502	1701	59050	61601	65414	67961
16	48813	50590	52367	54144	55921	57698	59475	1777	62139	64803	68732	71393
17	51461	53333	55205	57077	58949	60821	62693	1872	65496	68296	72367	75170
18	54291	56256	58221	60186	62151	64116	66081	1965	69027	71976	76188	79135
19	57159	59211	61263	63315	65367	67419	69471	2052	72547	75621	79965	83040
20	60006	62151	64296	66441	68586	70731	72876	2145	76095	79314	83798	87018
21	63143	65380	67617	69854	72091	74328	76565	2237	79921	83274	87895	91250
22	66426	68795	71164	73533	75902	78271	80640	2369	84188	87736	92549	96097
23	69926	72363	74800	77237	79674	82111	84548	2437	88203	91860	96780	100435
24	73616	76143	78670	81197	83724	86251	88778	2527	92566	96355	101412	105200
25	77626	80262	82898	85534	88170	90806	93442	2636	97393	101341	106561	110512

Salary Schedule 4/1/09 - 3/31/10

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	23966	24898	25830	26762	27694	28626	29558	932	30950	32343	35042	36434
2	24777	25759	26741	27723	28705	29687	30669	982	32142	33615	36394	37869
3	25909	26933	27957	28981	30005	31029	32053	1024	33590	35127	37968	39507
4	26995	28076	29157	30238	31319	32400	33481	1081	35098	36713	39635	41249
5	28193	29328	30463	31598	32733	33868	35003	1135	36704	38403	41410	43110
6	29579	30772	31965	33158	34351	35544	36737	1193	38528	40318	43417	45209
7	31155	32398	33641	34884	36127	37370	38613	1243	40475	42336	45505	47367
8	32815	34106	35397	36688	37979	39270	40561	1291	42496	44432	47670	49607
9	34550	35896	37242	38588	39934	41280	42626	1346	44650	46671	50001	52022
10	36415	37831	39247	40663	42079	43495	44911	1416	47031	49149	52573	54694
11	38464	39938	41412	42886	44360	45834	47308	1474	49514	51721	55234	57442
12	40507	42045	43583	45121	46659	48197	49735	1538	52044	54356	57968	60276
13	42823	44429	46035	47641	49247	50853	52459	1606	54864	57269	60980	63385
14	45186	46870	48554	50238	51922	53606	55290	1684	57809	60330	64154	66675
15	47685	49437	51189	52941	54693	56445	58197	1752	60821	63449	67376	70000
16	50277	52107	53937	55767	57597	59427	61257	1830	64001	66745	70792	73533
17	53005	54933	56861	58789	60717	62645	64573	1928	67460	70344	74537	77424
18	55920	57944	59968	61992	64016	66040	68064	2024	71098	74136	78474	81510
19	58874	60988	63102	65216	67330	69444	71558	2114	74726	77893	82367	85534
20	61806	64015	66224	68433	70642	72851	75060	2209	78376	81691	86310	89626
21	65037	67341	69645	71949	74253	76557	78861	2304	82318	85771	90531	93987
22	68419	70859	73299	75739	78179	80619	83059	2440	86713	90368	95325	98980
23	72024	74534	77044	79554	82064	84574	87084	2510	90849	94615	99683	103448
24	75824	78427	81030	83633	86236	88839	91442	2603	95344	99246	104455	108357
25	79955	82670	85385	88100	90815	93530	96245	2715	100315	104381	109758	113827

Salary Schedule 4/1/10 - 3/31/11

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	24925	25894	26863	27832	28801	29770	30739	969	32187	33635	36442	37890
2	25768	26789	27810	28831	29852	30873	31894	1021	33426	34958	37848	39382
3	26945	28010	29075	30140	31205	32270	33335	1065	34933	36532	39487	41087
4	28075	29199	30323	31447	32571	33695	34819	1124	36501	38180	41219	42898
5	29321	30501	31681	32861	34041	35221	36401	1180	38170	39937	43064	44832
6	30762	32003	33244	34485	35726	36967	38208	1241	40071	41932	45155	47019
7	32401	33694	34987	36280	37573	38866	40159	1293	42095	44031	47327	49263
8	34128	35471	36814	38157	39500	40843	42186	1343	44198	46212	49579	51594
9	35932	37332	38732	40132	41532	42932	44332	1400	46437	48539	52002	54104
10	37872	39345	40818	42291	43764	45237	46710	1473	48915	51118	54678	56884
11	40003	41536	43069	44602	46135	47668	49201	1533	51495	53791	57444	59740
12	42127	43727	45327	46927	48527	50127	51727	1600	54128	56533	60289	62690
13	44536	46206	47876	49546	51216	52886	54556	1670	57057	59558	63418	65919
14	46993	48745	50497	52249	54001	55753	57505	1752	60125	62747	66724	69345
15	49592	51414	53236	55058	56880	58702	60524	1822	63253	65986	70070	72799
16	52288	54191	56094	57997	59900	61803	63706	1903	66560	69414	73622	76473
17	55125	57130	59135	61140	63145	65150	67155	2005	70157	73157	77518	80520
18	58157	60262	62367	64472	66577	68682	70787	2105	73942	77102	81613	84771
19	61229	63428	65627	67826	70025	72224	74423	2199	77718	81011	85664	88958
20	64278	66575	68872	71169	73466	75763	78060	2297	81509	84956	89760	93209
21	67638	70034	72430	74826	77222	79618	82014	2396	85609	89200	94151	97745
22	71156	73694	76232	78770	81308	83846	86384	2538	90184	93985	99141	102942
23	74905	77515	80125	82735	85345	87955	90565	2610	94481	98397	103668	107584
24	78857	81564	84271	86978	89685	92392	95099	2707	99157	103215	108633	112691
25	83153	85977	88801	91625	94449	97273	100097	2824	104330	108558	114151	118382

Salary Schedule 3/31/11

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	27550	28519	29488	30457	31426	32395	33364	969	34812	36260	39067	40515
2	28393	29414	30435	31456	32477	33498	34519	1021	36051	37583	40473	42007
3	29570	30635	31700	32765	33830	34895	35960	1065	37558	39157	42112	43712
4	30700	31824	32948	34072	35196	36320	37444	1124	39126	40805	43844	45523
5	31946	33126	34306	35486	36666	37846	39026	1180	40795	42562	45689	47457
6	33387	34628	35869	37110	38351	39592	40833	1241	42696	44557	47780	49644
7	35026	36319	37612	38905	40198	41491	42784	1293	44720	46656	49952	51888
8	36753	38096	39439	40782	42125	43468	44811	1343	46823	48837	52204	54219
9	38557	39957	41357	42757	44157	45557	46957	1400	49062	51164	54627	56729
10	40497	41970	43443	44916	46389	47862	49335	1473	51540	53743	57303	59509
11	42628	44161	45694	47227	48760	50293	51826	1533	54120	56416	60069	62365
12	44752	46352	47952	49552	51152	52752	54352	1600	56753	59158	62914	65315
13	47161	48831	50501	52171	53841	55511	57181	1670	59682	62183	66043	68544
14	49618	51370	53122	54874	56626	58378	60130	1752	62750	65372	69349	71970
15	52217	54039	55861	57683	59505	61327	63149	1822	65878	68611	72695	75424
16	54913	56816	58719	60622	62525	64428	66331	1903	69185	72039	76247	79098
17	57750	59755	61760	63765	65770	67775	69780	2005	72782	75782	80143	83145
18	60782	62887	64992	67097	69202	71307	73412	2105	76567	79727	84238	87396
19	63854	66053	68252	70451	72650	74849	77048	2199	80343	83636	88289	91583
20	66903	69200	71497	73794	76091	78388	80685	2297	84134	87581	92385	95834
21	70263	72659	75055	77451	79847	82243	84639	2396	88234	91825	96776	100370
22	73781	76319	78857	81395	83933	86471	89009	2538	92809	96610	101766	105567
23	77530	80140	82750	85360	87970	90580	93190	2610	97106	101022	106293	110209
24	81482	84189	86896	89603	92310	95017	97724	2707	101782	105840	111258	115316
25	85778	88602	91426	94250	97074	99898	102722	2824	106955	111183	116776	121007

Salary Schedule 4/1/14 - 3/31/15

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	28101	29089	30077	31065	32053	33041	34029	988	35506	36983	39846	41323
2	28961	30002	31043	32084	33125	34166	35207	1041	36770	38332	41280	42845
3	30161	31247	32333	33419	34505	35591	36677	1086	38307	39938	42952	44584
4	31314	32461	33608	34755	35902	37049	38196	1147	39912	41624	44724	46437
5	32585	33789	34993	36197	37401	38605	39809	1204	41613	43416	46605	48409
6	34055	35321	36587	37853	39119	40385	41651	1266	43551	45449	48737	50638
7	35727	37046	38365	39684	41003	42322	43641	1319	45616	47590	50952	52927
8	37488	38858	40228	41598	42968	44338	45708	1370	47760	49815	53249	55304
9	39328	40756	42184	43612	45040	46468	47896	1428	50043	52187	55719	57863
10	41307	42810	44313	45816	47319	48822	50325	1503	52574	54821	58452	60702
11	43481	45045	46609	48173	49737	51301	52865	1564	55205	57547	61273	63615
12	45647	47279	48911	50543	52175	53807	55439	1632	57888	60341	64172	66621
13	48104	49808	51512	53216	54920	56624	58328	1704	60879	63430	67367	69918
14	50610	52397	54184	55971	57758	59545	61332	1787	64004	66679	70735	73409
15	53261	55120	56979	58838	60697	62556	64415	1859	67199	69986	74152	76936
16	56011	57952	59893	61834	63775	65716	67657	1941	70568	73479	77771	80679
17	58905	60950	62995	65040	67085	69130	71175	2045	74237	77297	81745	84807
18	61998	64145	66292	68439	70586	72733	74880	2147	78098	81321	85923	89144
19	65131	67374	69617	71860	74103	76346	78589	2243	81950	85309	90055	93415
20	68241	70584	72927	75270	77613	79956	82299	2343	85817	89333	94233	97751
21	71668	74112	76556	79000	81444	83888	86332	2444	89999	93662	98712	102378
22	75257	77846	80435	83024	85613	88202	90791	2589	94667	98544	103803	107680
23	79081	81743	84405	87067	89729	92391	95053	2662	99047	103042	108418	112412
24	83112	85873	88634	91395	94156	96917	99678	2761	103817	107956	113483	117622
25	87494	90374	93254	96134	99014	101894	104774	2880	109092	113404	119109	123425

APPENDIX "B"

The items in this Appendix are reviewable pursuant to Article 7.1(b) of the Agency Police 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 "C"

Training Notices

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 "D"

Agency Police Services Unit Drug Testing Program

I. Policy: It is the policy of the police departments within the Department of Environmental Conservation (DEC), the Office of Parks, Recreation and Historic Preservation (OPRHP) and the State University of New York (SUNY) to prohibit the illegal use or possession (either on or off - duty) of any drug, narcotic, controlled substance or marijuana by any employee. It is not the intent of this policy to prohibit possession or use by the employee when it is required in the course of official duties, or the drug, narcotic, controlled substance or marijuana has been legally prescribed for the employee. Any prescription for a controlled substance, drug, or narcotic must be written for a valid medical condition, by a person licensed to practice medicine or other practitioner authorized to prescribe medication. Violation of this policy will result in immediate disciplinary action, up to and including dismissal.

- Furthermore, any employee receiving or having information regarding the illegal use, possession or sale of any drugs, narcotics, controlled substances or marijuana by another employee or applicant shall immediately bring that information to the attention of his/her Captain (DEC), Major (OPRHP) or Chief (SUNY). Any employee failing to comply with this policy will be subject to disciplinary action. Nothing herein shall relieve such employee of other existing reporting requirements.

- Nothing herein shall alter or replace the rights and responsibilities of the employer or employees with respect to the Federal Drug Free Workplace Act of 1988 (34 CFR Part 85, Subpart F) which imposes specific requirements upon all employers who receive federal funds.

- Nothing herein shall be deemed to replace or otherwise alter the ability of the employer to utilize section 72 of the Civil Service Law for any otherwise applicable purpose.

- Nothing herein shall be deemed to restrict or eliminate the employer's right to set qualifications for employment for positions in this unit.

- An employee utilizing their own vehicle to travel to such testing shall be provided, subject to rules and regulations of the Comptroller, a maximum personal vehicle mileage allowance rate for the use of his/her personal vehicle. The personal vehicle mileage rate for employees in this unit will be consistent with the maximum mileage allowance permitted by the Internal Revenue Service. Such payments shall be made in accordance with the rules and regulations of the Comptroller.

II. Protection Of Employee Rights During Drug Testing

The Agency Police Services Unit Drug Testing Program ensures that all unit members are treated fairly and in a dignified manner on those occasions when drug testing is required. To that end, this Drug Testing program is governed by

the following guidelines.

- Urine specimens may be tested to determine the employee's illegal use of drugs.
- However, hair testing is permissible under the following circumstances;
    - An employee, from his/her initial date of hire up to and including the completion of field training, shall also be subjected to both random hair testing and hair testing based upon a reasonable suspicion of illegal use of drugs.
    - An employee who has completed his/her field training shall only be subjected to hair testing under the following circumstances:
        - Reasonable suspicion that the employee has submitted a diluted urine sample for testing;
        - Reasonable suspicion that the employee has submitted a substituted urine sample for testing;
        - Reasonable suspicion that the employee has submitted an adulterated urine sample for testing; or
    - Reasonable suspicion of illegal use of drugs.
- Hair and/or urine specimens will be collected in a manner that preserves the dignity of the person tested and ensures the integrity of the sample.

- Prior to each drug test, the unit member being tested must complete a Confidential Drug Screening Questionnaire identifying any and all medications, foods, food supplements or liquids ingested for a seventy-two hour period prior to being tested, as well as any contact with any controlled substances or marijuana. It is imperative when filling out this form to be as descriptive as possible in identifying all medications, foods, food supplements or liquids which may have been ingested and the circumstances in which there was contact with controlled substances or marijuana. A listing of all medications consumed in the last 90 calendar days is required for hair analysis. The Questionnaire shall be a two part NCR form. After filling out the Questionnaire, the employee shall be given the employee copy of the NCR form and an envelope in which he/she shall seal the original Questionnaire and sign his/her name along the sealed flap in such a manner that top portion of the signature is on the flap and the bottom portion of the signature is on the envelope. For a random drug test, such sealed Questionnaires will be secured in the office of the Director of Employee Relations for DEC, the Director of Human Resources Management for OPRHP or the Commissioner for University Police for SUNY. For a reasonable suspicion test or the test of a probationary employee, such sealed envelope will be secured in the Director of Law Enforcement for DEC, the Director of Forest Ranger Services for DEC, the Director of Law Enforcement for OPRHP or the respective Chief of University Police for the SUNY campus.

- Collection of urine and/or hair specimens will be performed by a contractor,

engaged by the employing agencies, qualified to perform such collection.

- When taken, the contractor shall collect one urine specimen from each individual to be tested. The urine specimen will be split in the presence of the employee tested into two vials. All specimens will be sealed and identified by an anonymous control tracking number established by the contractor, in the presence of the employee.

- One vial of the split urine specimen will undergo an initial testing to determine the presence of a substance which violates this policy. If a positive result occurs, the specimen will be tested in a confirmation test by gas chromatography with mass spectrometry or an equivalent scientifically accepted method that provides quantitative data about the detected drug or drug metabolites. Only a laboratory currently holding a New York State Department of Health Permit in Forensic Toxicology shall be used to analyze and report on urine samples.

- When taken, the contractor shall collect two hair samples from each individual tested. The hair samples will be sealed separately in two collection bags in the presence of the employee who is tested. All samples will be sealed and identified by an anonymous control tracking number established by the contractor, in the presence of the employee.

- One hair sample will undergo an initial testing to determine the presence of a substance which violates this policy. If a positive result occurs, the specimen will be tested in a confirmation test by gas chromatography with mass spectrometry

or an equivalent scientifically accepted method that provides quantitative data about the detected drug or drug metabolites. Only a laboratory currently holding a New York State Department of Health Permit in Forensic Toxicology shall be used to analyze and report on hair samples.

- Hair and/or urine specimens will be identified by an anonymous control number and an employee's identity will be disclosed only to individual charged with the duty of investigating or prosecuting violations of this drug policy after the MRO review process, to other persons upon the written consent of employee being tested, or to other persons as may be required by lawful process.

- The MRO will be as defined under the Federal Standard 49 CFR part 40.121.

- After the collection process is completed, hair and/or urine specimens will be transported, stored, and analyzed using procedures designed to specifically linking such sample to the individual tested and to prevent tampering including appropriate chain of custody procedures.

- Hair and/or urine specimens will be tested to determine the employee's use of a substance or substances that violate the program. All hair and/or urine specimens identified a positive on the initial test(s) will be confirmed as noted above. Only specimens confirmed positive shall be reported positive. Specimens which are negative on the initial test or negative on the confirmation test will be reported as negative and destroyed.

- If a test result is negative, the employing agency will return the Questionnaire to the employee unopened. If a positive test results, such sealed Questionnaire shall be sent to the Medical Review Officer (MRO) unopened so that the positive test can be investigated by such MRO.

- The MRO may contact, as required, the employee to clarify information on the Questionnaire or obtain such information. After the MRO reviews the results of the drug testing and the information on the Questionnaire and/or information of the employee, the MRO shall issue a finding that the positive result of the drug test is valid or invalid to the employing agency.
- If found valid, all information reviewed and collected by the MRO shall be reported to the employing agency for appropriate administrative action in accordance with established policies, procedures and collective bargaining agreements.
- If found invalid, the drug test shall be determined to be negative and no administrative action shall occur on that sole basis. However, the MRO is free to and shall report to the agencies any determination that the employee is otherwise potentially unfit for duty based on the results of the MRO's investigation or potentially in violation of this program.
- If taken, an employee's urine specimen will be divided into two collection bottles. If the urine specimen is reported positive and valid after the MRO process, the employee may have the second untested specimen independently tested by a laboratory currently holding a New York State

Department of Health Permit in Forensic Toxicology. This process will be initiated by notifying the Director of Law Enforcement for DEC, the Director of Forest Ranger Services for DEC, the Director of Law Enforcement for OPRHP or the respective Chief of University Police for the SUNY campus in writing, through the appropriate channels, within 20 calendar days of being notified of the positive test result. All costs of such testing shall be borne by the employee.

- If taken, two hair samples will be collected and sealed separately in collection bags. If the hair specimen is reported positive and valid after the MRO process, the employee may have the second untested hair specimen independently tested by a laboratory currently holding a New York State Department of Health Permit in Forensic Toxicology. This process will be initiated by notifying the Director of Law Enforcement for DEC, the Director of Forest Ranger Services for DEC, the Director of Law Enforcement for OPRHP or the respective Chief of University Police for the SUNY campus in writing, through the appropriate channels, within 20 calendar days of being notified of the positive test result. All costs of such testing shall be borne by the employee.
- Upon any confirmed positive test result, the Director of Law Enforcement for DEC, the Director of Forest Ranger Services for DEC, the Director of Law Enforcement for OPRHP or the respective Chief of University Police for the SUNY campus or his/her designee shall immediately commence an

investigation to determine whether administrative action and/or disciplinary action is required.

- A unit member who either refuses to provide a urine specimen and/or hair sample, who violates this policy, or who tests positive for any substance that violates the policy under this program, without a valid medical reason, will be subject to disciplinary action up to and including dismissal.

- The union shall be sent the names, employing agency and work location of individuals who were tested under the reasonable suspicion and probationary components of this program no later than 4 business days following the conclusion of such testing and shall be sent such information by each agency no later than 7 business days following the conclusion of testing of that agency's employees under the random drug testing component of this program.

- The employer shall send an employee the results (positive or negative) of a drug test under this program within four (4) business days of receipt of the test results.

- The contractor shall render a determination as to a positive result of any drug testing under this program based on scientifically accepted levels for determining a positive test result.

- The procurement process conducted by the Agencies regarding contractual services for the Drug Testing will include the union's involvement as follows:

    - Review and comment on the draft RFP before it is released
    - Attendance at the pre-bidders conference
    - Sufficient time for access to and review of the technical proposals prior to management interviews
    - Participation in Management Interviews and Site visits
    - Attendance at a formal cost proposal briefing
    - Recommendation of a vendor. Due to the proprietary nature of the materials included in the cost proposals, the union will not have access to the actual cost proposal. The State reserves the right to make the final selection of a vendor after discussion with and consideration of the union's recommendation

III. Compulsory Drug Testing of Unit Members Based Upon Reasonable Suspicion of Illegal Use Of Drugs

Policy: A unit member may be ordered to submit to testing to determine the presence of substances in his/her system that violates this program. A refusal to submit to such test shall be deemed a positive test for substances that violate this policy and shall be subject to such administrative or disciplinary action that the employer deems appropriate including but not limited to suspension and disciplinary charges. A unit member shall be escorted to such test at the discretion of the appointing authority.

- In determining whether to order a test in a particular case, the employing agency/campus must balance an employee's reasonable expectations of privacy from unreasonable intrusions against the employer's interest in assuring the integrity and fitness of its employees and the safety and security of the public.

- The order to submit to such testing must be justified by a reasonable suspicion that the employee has reported for duty under the influence of any habit forming drug, narcotic, controlled substance or marijuana or is engaging in the use, distribution, or sale of such substances either on or off duty.

- While the term "reasonable suspicion" does not lend itself to precise definition or mechanical application, vague, unparticularized, unspecified or rudimentary hunches or intuitive feelings do not meet the standard.

- Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific articulable facts and the logical inferences and deductions that can be drawn from those facts.

- Reasonable suspicion may be based upon, among other matters: observable phenomena, such as direct observation of use and/or the physical symptoms of using or being under the influence of substances which violate this policy such as, but not limited to, slurred speech, disorientation, a pattern of abnormal conduct or erratic behavior or information provided either by reliable and credible sources or which is independently corroborated.

- When a superior officer believes that the available facts objectively indicate that reasonable suspicion exists that a test of the employee would yield a positive result for substances in violation of this program, documentation of such facts shall be maintained in writing. Such officer shall exercise care and accurately document the objective facts contributing to and forming the basis for the reasonable suspicion. These facts must include a description of the employee's appearance and demeanor, the observations of witnesses and the nature and source of the information. Where reasonable suspicion arises, in whole or in part, from the observations made by a confidential informant, the superior officer shall simply record the name and location of the employer of such informant and

not his/her name. Confidential informant shall mean an employee or agent of any of the following: the Division of Law Enforcement of DEC, the Division of Forest Protection for DEC, the Division of Law Enforcement for OPHRP, the police department of any SUNY campus or any other governmental law enforcement agency. However, nothing herein shall require the disclosure of such a confidential informant. In disciplinary proceedings based on refusal to submit to drug testing or upon testing for positive use, the employing agency/campus cannot be compelled to reveal the name of the confidential informant nor can evidence of such confidential informant be suppressed because of the employing agency's/campus' refusal to reveal the name of such confidential informant.

- Where any provision of this policy is determined to be in conflict with the applicable collective bargaining agreement or law, statue, rule or regulation, including Civil Service Law Section 72 and Section 75, said collective bargaining agreement, law, statue, rule or regulation will control. It is not the intent of this policy to abridge any rights an employee may have under applicable collective bargaining agreements, laws statues, or rules or regulations including Civil Service Time and Attendance Rules, and any rights to discretionary treatment thereunder that an employee may have for discretionary treatment under Civil Service Time and Attendance Rules.
- If an agency has reasonable suspicion to conduct a test under this portion of the program, the agency shall limit the substances tested for that fall into the following categories: amphetamines, barbiturates, benzodiazepines,

cannabinoid, cocaine (metabolites), methaqualone, opiates, phencyclidine, methadone, propoxyphene. An agency, if it has reasonable suspicion , may test for all of these categories. If there is a positive test result for any of the ten categories, the agency may investigate and proceed with disciplinary action where it deems it appropriate even if the test results return negative for the substance(s) that led to the probable cause for testing.

- A urine or hair specimen may be tested to determine a unit member's use of substances in violation of this program. A determination that a member has tested positive for a substance prohibited by the program will result in immediate disciplinary action, up to and including dismissal.
- Positive test samples will be stored by the analyzing laboratory for a minimum of 12 months.
- A unit member who has tested positive may, within 20 calendar days of notification of such result, submit a written request to the Director of Law Enforcement for DEC, the Director of Forest Ranger Services for DEC, the Director of Law Enforcement for OPRHP or the respective Chief of University Police for the SUNY campus for an independent analysis of the untested portion of the original hair and/or urine sample. Such individual, upon receipt of the written request, will make arrangements for the independent testing. All costs of such testing shall be borne by the employee.
- If a sample is determined to be diluted, adulterated, substituted or invalid, the employee shall be subject to immediate and regular hair and/or urine testing at the discretion of the employing agency until such time as an investigation into

such sample is completed. An employing agency/campus may take disciplinary action against an individual with respect to the diluted, adulterated, substituted or invalid sample if it determines that the facts and circumstances surrounding such sample warrant disciplinary action.

IV. Random Drug Testing of Unit Members

Policy: All members of this unit, regardless of rank or work location, upon notification they are subject to a Random Drug Test will appear as required at the location specified for drug testing. The random selection testing process of these units will be under the direct guidance and supervision of the Director of Employee Relations for DEC, the Director of Human Resources Management for OPRHP and the Commissioner for University Police for SUNY or any of those individual's designee(s).

- At least once per calendar year, eight (8) percent of the individuals in the random drug testing component of the program shall be subject to a random drug test pursuant to this policy. At such time that it is determined that a random drug test will occur, the Director of Employee Relations for DEC, the Director of Human Resources Management for OPRHP and the Commissioner for University Police for SUNY or any of those individual's designee(s) shall obtain the number of individuals to be tested in the program by accessing the names, employing agencies, and work locations of such employees from the Office of the State Comptroller. The number of individuals to be drug tested shall correspond to the percentage of employees that the agency employs that are covered by the

random drug testing component of the program. The Director of Employee Relations for DEC, the Director of Human Resources Management for OPRHP and the Commissioner for University Police for SUNY or any of those individual's designee(s) shall supply the names, employing agencies, and work locations of individuals covered by the random drug testing component of the program and the number of individuals in each agency that will be subject to that random drug test. The selection of individuals to be tested shall be done by a computer-based program by the contractor engaged by the agencies to administer the Random Drug Testing component of the program. Once the contractor has determined that an individual will be randomly drug tested, the contractor will have 45 calendar days to collect the sample from the individual and report the results to the employing agency. There will be no overlapping of random drug tests. If an individual selected by the contractor to be tested is on long-term leave, which is defined as a leave anticipated to last at least 30 calendar days, then that individual will not be tested and the contractor will select a substitute individual to be tested.

An agency shall not cause the contractor to not to test any individual selected by testing unless such individual is on long-term leave.

- A urine specimen may be tested to determine a unit member's use of substances in violation of this program. A determination that a member has tested positive for a substance prohibited by the program will result in immediate disciplinary action, up to and including dismissal.

- Testing may be done for any substance as outlined in the policy section of the program but the employing agencies/campuses shall not request nor require the testing for prescription medication under this component of the program.

- Positive test samples will be stored by the analyzing laboratory for a minimum of 12 months.

- A unit member who has tested positive may, within 20 calendar days of notification of such result, submit a written request to the Director of Law Enforcement for DEC, the Director of Forest Ranger Services for DEC, the Director of Law Enforcement for OPRHP or the respective Chief of University Police for the SUNY campus for an independent analysis of the untested portion of the original hair and/or urine sample. Such individual, upon receipt of the written request, will make arrangements for the independent testing. All costs of such testing shall be borne by the employee.

- If a sample is determined to be diluted, adulterated, substituted or invalid, the employee shall be subject to immediate and regular hair and/or urine testing at the discretion of the employing agency until such time as an investigation into such sample is completed. An employing agency/campus may take disciplinary action against an individual with respect to the diluted, adulterated, substituted or invalid sample if it determines that the facts and circumstances surrounding such

sample warrant disciplinary action.

V. Drug Testing Of Probationary Unit Members From Initial Date of Hire Through Completion of Field Training

Policy: During the period from the initial date of hire up to and including the completion of field training, employees shall be subject to periodic, unannounced drug testing for the purpose of determining whether they have used a substance in violation of this program. This testing may consist of hair/urine analysis at the discretion of the appointing authority. Such tests will be administered a number of times during the period from the initial date of hire up to and including the completion of field training.

- A urine or hair specimen may be tested to determine a unit member's use of substances in violation of this program. Testing may be done for any substance as outlined in the policy section of the program. A determination that a member has tested positive for a substance prohibited by the program may result in any administrative action deemed appropriate by the agency that employs such employee including the termination of the employee's probation. Any such action taken by the employing agency is not subject to Article 7 or Article 8 of the collective bargaining agreement. Positive test samples will be stored by the analyzing laboratory for a minimum of 12 months.

- A unit member who has tested positive may, within 20 calendar days of notification of such result, submit a written request to the Director of Law Enforcement for DEC, the Director of Forest Ranger Services for DEC, the Director of Law Enforcement for OPRHP or the respective Chief of University Police for the SUNY campus for an independent analysis of the untested portion of the original hair and/or urine sample. Such individual, upon receipt of the written request, will make arrangements for the independent testing. All costs of such testing shall be borne by the employee.

- If a sample is determined to be diluted, adulterated, substituted or invalid, the employee shall be subject to immediate and regular hair and/or urine testing at the discretion of the employing agency until such time as an investigation into such sample is completed. Appropriate administrative action as deemed by the agency/campus which employs such employee including the termination of the employee's probation may be taken as a result of such sample. Any such action taken by the employing agency/campus is not subject to Article 7 or Article 8 of the collective bargaining agreement.

- Probationary employees covered by this program shall be subject to the provisions of the reasonable suspicion drug testing component of the program at the conclusion of field training. Except that nothing herein shall grant such probationary employee rights under Article 8 of the collective bargaining agreement.

- The Drug Testing Of Unit Members From Initial Date of Hire Through Completion of Field Training portion of this program shall not apply to a permanent employee of this bargaining unit who is hired by another agency or campus with employees in this bargaining unit where such permanent employee is not required to attend the training academy required of new hires by that hiring agency or campus.

APPENDIX "E"

SEASONAL/TEMPORARY PART-TIME EMPLOYEES AGREEMENT

1. The provisions of the Agency Police 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. The State will continue to provide seasonal employees presently receiving uniforms with uniforms according to the policies in effect in the employing agencies.

4. Temporary part-time employees in the title of Park Patrol Officer or Park Ranger (EnCon), 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.

5. Temporary part-time employees in the title of Park Patrol Officer or Park Ranger (EnCon), 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. Compensation

(a) The salary provisions of Article 11.2 of the Agency Police 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, Sergeant Park Patrol, Supervising Park Ranger, and temporary, part-time Park Patrol Officer.

11. This Agreement supersedes the 1995-1999 Agreement between the parties for seasonal employees and shall continue in effect for the term of the Agency Police Services Unit Agreement between the parties.

Mr. Manuel Vilar
President
Police Benevolent Association
of New York State, Inc.
11 North Pearl Street, STE 1200
Albany, New York 12207

Re: Outside Police Agreement

Dear Mr. Vilar:

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; an investigation by the Justice Center for the Protection of People with Special Needs, or by any entity charged by the Mental Hygiene Law with the duty to conduct investigations.

Sincerely,

/s/ Michael Volforte
Interim Director

Mr. Manuel Vilar
President
Police Benevolent Association
of New York State, Inc.
11 North Pearl Street, STE 1200
Albany, New York 12207

Re: Travel

Dear Mr. Vilar:

This is to confirm our discussion during negotiations for the Agency Police Services Unit Agreement on certain issues related to Article 17, Travel, as described below:

(1) Notification of change

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

(2) Incidentals

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

(3) Reimbursement Methods

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

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

Sincerely,

/s/ Michael Volforte
Interim Director

Mr. Manuel Vilar

President
Police Benevolent Association
of New York State, Inc.
11 North Pearl Street, STE 1200
Albany, New York 12207

Dear Mr. Vilar:

This is to confirm our discussion during negotiations for the Agency Police Services Unit Agreement.

In the Agency Police Services Unit, all Supervisors job and shift assignment vacancies will be posted as required by Article 24.3(b) of the Agreement.

Any Supervisor who is senior to the successful bidder is entitled, at his request, or at the request of the Union, to be advised of the reasons that he was not selected for the assignment. A Supervisor is defined in this side letter as one of the following titles only: Captain Park Patrol, Chief Environmental Conservation Officer, Environmental Conservation Investigator 3, Forest Ranger 3, Lieutenant Park Patrol, Sergeant Park Patrol, University Police Investigator 2, and University Police Officer 2.

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

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

Sincerely,

/s/ Michael Volforte
Interim Director

Mr. Manuel Vilar
President
Police Benevolent Association
of New York State, Inc.
11 North Pearl Street, STE 1200
Albany, New York 12207

Dear Mr. Vilar:

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

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

Sincerely,

/s/ Michael Volforte
Interim Director

Mr. Manuel Vilar
President
Police Benevolent Association
of New York State, Inc.
11 North Pearl Street, STE 1200
Albany, New York 12207

Re: Performance Advancement Effective Date

Dear Mr. Vilar:

This is to confirm our discussion during negotiations for the Agency Police Services Unit Agreement regarding the change in effective date from March 31 to April 1 in Article 11.3; specifically given that the language in Article 11 no longer sunsets the performance advance payments, such change in effective date, will not result in any employee being paid a performance advancement payment more than once in a fiscal year.

Sincerely,

/s/ Michael Volforte
Interim Director

Mr. Manuel Vilar
President
Police Benevolent Association
of New York State, Inc.
11 North Pearl Street, STE 1200
Albany, New York 12207

Re: SUNY Definition of Facility

Dear Mr. Vilar:

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

Sincerely,

/s/ Michael Volforte
Interim Director

Mr. Manuel Vilar
President
Police Benevolent Association
of New York State, Inc.
11 North Pearl Street, STE 1200
Albany, New York 12207

Re: Physical Fitness Pilot Program

Dear Mr. Vilar:

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

Sincerely,

/s/ Michael Volforte
Interim Director

Mr. Manuel Vilar
President
Police Benevolent Association
of New York State, Inc.
11 North Pearl Street, STE 1200
Albany, New York 12207

Re: Office of Parks, Recreation and Historic Preservation

Dear Mr. Vilar:

During the term of this Agreement, the Office of Parks, Recreation and Historic Preservation and the Union may meet and discuss issues of mutual concern such as, but not limited to, expectations of supervisory responsibilities and the possible implementation of a Zone Supervisors Pay Pilot Program.

Sincerely,

/s/ Michael Volforte
Interim Director

Mr. Manuel Vilar
President
Police Benevolent Association
of New York State, Inc.
11 North Pearl Street, STE 1200
Albany, New York 12207

Re: Use of State Equipment

Dear Mr. Vilar:

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

A. A labor/management agreement concerning union access to a local electronic bulletin board may be made for posting of PBANYS notices and bulletins. No material which may be profane, derogatory to any individual or constitute election campaign material for or against any person, organization or faction thereof except that election material related to internal PBANYS elections may be posted on such electronic bulletin board. All bulletins or notices shall be signed by the Council President, Local Union President or their designee on a hard copy of the material provided to management. Any material in violation of the above criteria will be removed promptly by management.

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

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

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

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

Sincerely,

/s/ Michael Volforte
Interim Director

ADMINISTRATIVE MAINTENANCE PAY AND COMMAND PAY

MEMORANDUM OF UNDERSTANDING

Administrative Maintenance Pay

Pay received in accordance with Article 11.9(b) of the Agency Police Services Unit Agreement will be the equivalent of fifteen minutes pay per day for Administrative Maintenance. Administrative Maintenance is to be provided to each Department of Environmental Conservation employee in the Agency Police Services Unit who does not receive premium pay at the rate of two and one-half (2.5) hours per pay period at the overtime rate in compensation for vehicle, equipment, office maintenance and all telephone calls received outside the eight (8) hour workday up to five (5) hours per the 28 day scheduling period. This Administrative Maintenance fee supplants rental fees presently paid by the State to employees pursuant to the local labor/management agreement regarding equipment storage, unless an employee is mandated over the employee's objection to store equipment above that necessary for the individual employee to perform his/her job duties. Administrative Maintenance Pay received pursuant to this Memorandum of Understanding shall satisfy the compensation to which the employees receiving Administrative Maintenance Pay are entitled under Article 11.9(b).

Command Pay

The employer shall provide Command Pay for Chief Environmental Conservation Officers and Environmental Conservation Investigators III at the rate of five (5) percent of their basic annual compensation. Command pay shall be paid in recognition of those additional responsibilities placed upon employees in the above referenced titles. Such additional responsibilities shall include the authorization and control of all overtime incurred by subordinate supervisors in addition to the monitoring and control of all overtime expenditures within their allocated budget. Additional responsibilities shall also include those activities associated with the deployment of subordinate supervisors when managing incidents and occurrences, and where appropriate assuming direct command responsibility.

Michael Volforte, Interim Director
GOER

Manuel Vilar, President
PBA of NYS,Inc.

Mr. Manuel Vilar
President
Police Benevolent Association
of New York State, Inc.
11 North Pearl Street, STE 1200
Albany, New York 12207

Dear Mr. Vilar:

The parties agree to form a joint labor-management committee to review and evaluate all leave usage by Agency Police Services Unit members and the manner of such usage and make recommendations to the Director of GOER and the President of APSU for implementation.

Sincerely,

/s/ Michael Volforte
Interim Director

Mr. Manuel Vilar
President
Police Benevolent Association
of New York State, Inc.
11 North Pearl Street, STE 1200
Albany, New York 12207

Re: Participation in Grievance meetings

Dear Mr. Vilar:

This is to confirm our discussion during negotiations for the Agency Police Services Unit Agreement regarding the grievance process in Article 7. Teleconferencing or videoconferencing shall be utilized for participation by an aggrieved employee in meetings at the Step 2 and Step 3 level, whenever the employee's participation will be of a limited duration in terms of time spent discussing a grievance or grievances unless otherwise agreed to by the parties.

At the option of the union representative teleconferencing may be used to allow participation by the union representative without travel in step 2 and Step 3 level meetings.

The requesting and granting of release time for any step 2 and step 3 level meeting shall be governed by Article 7.3(a).

Appropriate teleconferencing equipment will be available at the meeting site.

Sincerely,

/s/ Michael Volforte
Interim Director