SECURITY SUPERVISORS UNIT 2009-2016

AGREEMENT
BETWEEN
THE STATE OF NEW YORK
AND NEW YORK STATE LAW ENFORCEMENT EMPLOYEES UNION,
COUNCIL 82,
AFSCME, AFL-CIO

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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 Security Supervisors Unit Employees Council 82, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", on behalf of all employees in the bargaining unit in every agency where they may be employed, has as its purpose the promotion of harmonious employee relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of salaries, wages, hours of work and other terms and conditions of employment.

BILL OF RIGHTS

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

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

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

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

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

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

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

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

(H) Except as provided below, any statements or admissions made by an employee during such an interrogation without the opportunity to have Union representation may not be subsequently used in a disciplinary proceeding against that employee.

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

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

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

(L) Any employee who was notified that there was an investigation pending against him or her by their Department's Inspector General's Office shall be notified by the Employer of the closure of the investigation within two weeks of a written request made by the employee.

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

ARTICLE 1

Term of Agreement

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

ARTICLE 2

Recognition

2.1 The Employer, pursuant to the certification of the Public Employment Relations Board, recognizes the Union as the sole and exclusive representative of those employees in the Security Supervisors Unit for the purpose of collective negotiations concerning salaries, wages, hours of work and other terms and conditions of employment of employees serving in positions in the Security Supervisors Unit.

ARTICLE 3

Nondiscrimination

3.1 The Employer and the Union agree that the provisions of this Agreement shall be applied equally to all employees in compliance with applicable law against discrimination as to age, race, creed, color, national origin, sex, disability, marital status, political affiliation and sexual orientation as defined by the New York State Human Rights Law in effect on April 1, 2003. The parties reaffirm their commitment to all applicable military laws and the rights of former and present members of the Armed Forces of the United States.

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

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

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

ARTICLE 4

Check-Off

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

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

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

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

4.5 Employees may, at their individual option, participate in the AFSCME program known as "Public Employees Organized for Political and Legislative Equality."

ARTICLE 5

Union Rights

5.1 Bulletin Boards

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

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

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

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

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

5.2 Access to Employees and Meeting Space

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

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

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

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

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

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

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

5.3 Employee Organization Leave

(a) The Employer shall grant employee organization leave during each year of this Agreement to employees attending meetings of the Union's Executive Board, policy committees and other statewide Council 82 meetings. Such employee organization leave shall be available for up to a maximum total of 122 days during each year that this Agreement is in effect.

(b) The allocation of employee organization leave provided in paragraph 5.3(a) to individual employees shall be the sole prerogative of the Union and shall be allocated in units of not less than one day per instance per employee. Request for use of this leave shall solely be made by Council 82. As used in this Article, the phrase "one day" shall be defined as "one duty tour."

(c) There will be no change in the present method of approving applications for attendance at Union functions such as Union conventions.

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

(e) For the purpose of entering into collective negotiations for a successor agreement to this Agreement, the Employer agrees to grant employee organization leave to a reasonable number of employees for the Union Negotiating Committee with the understanding that there shall be no more than one Union committee member from any one facility eligible to receive such leave for this purpose, except that this restriction shall not apply to the Council President, Corrections and Law Enforcement Policy Chairs and the President of the Corrections Lieutenants Local. The Union shall provide the State with a list of names and work locations of all such committee members prior to the commencement of any such negotiations.

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

(g) The Director of the Governor's Office of Employee Relations or his designee shall send the Union a statement showing the remaining employee organization leave available for the current Agreement year pursuant to paragraph 5.3(a) above upon

request of the Union. This statement shall be presumed correct unless the Union within 30 days of receipt of the statement advises the Director of the Governor's Office of Employee Relations or his designee of any claimed errors.

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

(i) The Union shall supply to the Director of the Governor's Office of Employee Relations 30 days after the execution of this Agreement and quarterly thereafter a list of Union officers, executive board members, grievance representatives, members of policy committees and other employees eligible for leave under this Agreement together with the official work stations, departments and agencies of such employees.

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

5.4 Unchallenged Representation

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

5.5 Agency Shop

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

5.6 Union Leave

A permanent employee or employees nominated by the Union may be granted by the Employer a leave or leaves of absence with full salary from their regular position

for the purpose of serving with the employee organization subject to the conditions of this paragraph. Each such leave, its term and renewal, shall be subject to the discretionary approval of the Director of the Governor's Office of Employee Relations. The Union shall periodically, as specified by the Director of the Governor's Office of Employee Relations, reimburse the State for the salary or wages paid to each employee by the Employer during such leave of absence including all allowances, bonuses and any other payments made, including those made consistent with this negotiated Agreement together with the cost of fringe benefits at the percentage of salary or wages as determined by the Comptroller. The Union shall purchase an insurance policy in the form and amount satisfactory to the Director of the Governor's Office of Employee Relations to protect the State in the event the State is held liable for any damages or suffers any loss by reason of any act or omission by such employee during the period of such leave of absence with full salary.

5.7 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 Union and arrangements will be made by the Union to fulfill its obligation as a collective negotiating agent to represent these employees and groups of employees.

5.8 New Employees

The Employer agrees to provide Council 82 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

Grievance and Arbitration

7.1 Definitions

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

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

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

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

7.2 Procedure

The purpose of this Article is to provide a prompt, equitable, peaceful and efficient procedure to review and resolve grievances, and to further the purpose of this Agreement to promote harmonious employee relations. Both the Employer and the Union recognize the importance of, among other aspects of the procedure, the timely

issuance of decisions to filed grievances and the responsible use of this procedure. Upon failure of the Employer to provide a decision within the time limits provided in this Article, the Union may appeal to the next step of the grievance procedure. The grievance will not revert back to the previous step where it was originally untimely unless mutually agreed to by both parties.

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

(a) Grievances

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

Step 2. In the event that the grievance has not been satisfactorily resolved at Step 1, an appeal may be taken by the Union in writing to the Department or Agency head, as appropriate, within 15 days from receipt of the Step 1 decision. The written

appeal shall contain a description of the relevant facts from which the grievance derives, why the decision at the Step 1 level is inadequate, and specific references to all sections of the Agreement, if any, which the Union claims have been violated. The Department or Agency Head, or designee, shall meet with the Union to review the grievance within thirty days from receipt of the Step 2 written appeal and shall render a written decision which shall include a brief statement of the relevant facts on which the decision is based to the Union within ten days from the day of the Step 2 meeting. Communications concerning appeals and decisions at this Step shall be made by personal service or by registered or certified mail.

Step 3. In the event that the grievance has not been satisfactorily resolved at Step 2, an appeal to the Director of the Governor's Office of Employee Relations may be taken by the Union in writing within 15 days from the day on which the Union received the Step 2 decision. Such appeal shall contain a copy of the Step 2 decision. All communications concerning appeals and decisions at this Step shall be made by personal service, registered or certified mail.

Every four weeks (on a designated day), representatives from the Union and the Governor's Office of Employee Relations will meet and review all grievances that have been appealed to the Step 3 level during the previous four week period. 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 Union can review the issues and determine if there may be methodologies available for resolution of the issues. Resolutions will be reduced to writing. In the event the issues cannot be resolved, either party may refer them to the conference phase of the Alternate Dispute Resolution Process where applicable.

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

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

(b) Alternate Dispute Resolution Process (ADR)

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

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

(3) Resolution Conference

Within 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.1 Both parties should be prepared to fully present their positions and any testimony on the day of the hearing. No briefs shall be submitted by either party.

(5) The parties agree to meet for a total of one day per 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. Such written position papers may not exceed five double-spaced pages.

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

(8) The decision or award of the master arbitrator shall be consistent with applicable law and the Agreement and final and binding upon the parties (Council 82 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.

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

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

(c) Full Arbitration

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

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

(3) Miscellaneous Provisions

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

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

7.3 Representation

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

Step 1 - steward and unit chairman or local president or the local President's designee, or regional vice president, but not to exceed two local union representatives.

Step 2 - steward, local president, and policy committee chairman or regional vice president and, when mutually agreed, the Council President.

Step 3 - steward, local president, policy committee chairman or regional vice president and Council President.

Arbitration - steward, local president, policy committee chairman or regional vice president and Council President or designee.

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

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

(b) International representatives and Union staff 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 facility, institution, division, or region, or at Step 2 for any other agency unless a specific agreement to that effect is made by the Director of the Governor's Office of Employee Relations and the President of the Union.

(c) The parties, GOER and Council 82, may mutually agree to waive Steps 1, and 2 of the grievance procedure. A meeting will not be held if there is mutual agreement that the file sufficiently clarifies the issue, that there is no new evidence to consider or the matter has been previously reviewed and/or resolved.

(d) Aggrieved employees, their Union representatives and necessary witnesses shall not suffer any loss of earnings, or be required to charge leave credits as a result of processing or investigating grievances during such employees' scheduled working

hours. Reasonable and necessary time spent in processing and investigating grievances, including travel time, during such employees' scheduled working hours shall be considered as time worked provided, however, that when such activities extend beyond such employees' scheduled working hours, such time shall not be considered as time worked.

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

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

7.5 During the term of this Agreement, the parties shall discuss and explore the possibility and practicality of utilizing teleconferences and video conferences 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 Union representative is Council 82, AFSCME."

(b) The Union 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 Union.

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

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

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

registered or certified mail, with the New York State Public Employment Relations Board, with a copy to the department or agency head, or his designee.

(f) The Employer and the Union shall continue the procedure for the arbitration process which is now in existence as contained in the agreement with the Public Employment Relations Board dated December 28, 1979, and as amended hereinafter. The parties agree to engage in discussions regarding arbitrators' fees and study days which may result in a new side agreement which would then supercede the agreement with the Public Employment Relations Board referenced above. Arbitration hearings may not be rescheduled without mutual consent of the parties.

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

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

upon review, finds probable cause for the suspension, he may consider such suspension in determining the penalty to be imposed.

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

(j) In the event that any employee against whom disciplinary charges are brought by the Employer elects to be represented by any party other than the Union, such employee shall be individually responsible for all expenses which are incurred in connection with such disciplinary proceeding. No employee can be represented in such a disciplinary proceeding by any officer, executive board member, delegate, representative or employee of any actual or claimed employee organization or affiliate thereof other than Council 82.

8.3 Settlement

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

8.4 Suspension Before Notice of Discipline

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

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

(2) The appointing authority or his designee may with agency approval suspend without pay an employee charged with the commission of a crime. Such employee shall notify his appointing authority in writing of the disposition of any criminal charge including a certified copy of such disposition within seven days thereof. Within 30 days following such suspension under this provision, or within seven days from receipt by the appointing authority of notice of disposition of the charge from the employee, whichever occurs first, a notice of discipline shall be served on such employee or the employee shall be reinstated with back pay. Nothing in this paragraph shall limit the right of the appointing authority or his designee to take disciplinary action during the pendency of criminal proceedings.

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

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

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

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

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

(c) Back Pay Award

Where an employee is awarded back pay, the amount to be reimbursed 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 appropriate elected local union officials, provided, however, the number of such officials shall not exceed two. 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 Union representatives. Union staff representatives 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 Union, 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 Union 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 Union in equal parts except in cases where the employee is not represented by the Union, 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 has been duly appointed, promoted, transferred or reinstated to such position in accordance with the provisions of the Civil Service Law, Rules and Regulations.

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

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

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

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

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

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

(2) If, however, such substantially different duties are found to be appropriate to a higher salary grade than that held by the affected employee, the Director of the Governor's Office of Employee Relations shall issue an award of monetary relief. The amount of monetary relief shall be the difference between what the affected employee was earning at the time he performed such duties and what he would have earned at that time in the entry level of the higher salary grade title, but in no event shall such monetary award be retroactive to a date earlier than 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 working days of a written request to his department, agency or institution, have an opportunity to review his official personal history folder in the presence of a local Union representative (if requested by the employee) and an appropriate official of the department, agency or institution. Such right shall not be abused. The employee shall be allowed to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse.

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

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

10.4 With the exception of disciplinary actions or annual work performance ratings, any material in the official personal history folder of an adverse nature, over one

year old may, upon the employee's written request, be removed from the official personal history folder by mutual agreement of the employee and the appropriate agency representative. This does not preclude the earlier removal of such material.

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

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

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

10.8 Except as specifically prohibited by law and requests related to official State purposes or government investigations, an employee shall be notified of requests for access to the employee's personal history folder. For the purpose of this Article, a lawsuit against an employee or the State shall not be deemed an official State purpose. Said notification shall be at least seventy-two 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 hours notice where the matter necessitates an immediate response. Under those circumstances notice to the

employee will be given as quickly as possible. Release of employment and income information in connection with employee credit applications need not be reported to the employee.

ARTICLE 11

Compensation

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

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 2009-10

Effective April 1, 2009, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2009, will be increased by 3 percent.* The salary schedules for employees shall be amended to reflect the increase provided herein.

(b) Salary Increase for Fiscal Year 2010-11

Effective April 1, 2010, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2010, will be increased by 4 percent.* The salary schedules for employees shall be amended to reflect the increase provided herein.

(c) Salary Increase for Fiscal Year 2014-15

Effective April 1, 2014, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2014, will be increased by 2 percent.* The salary schedules for employees shall be amended to reflect the increase provided herein.

(d) Salary Increase for Fiscal Year 2015-16

Effective April 1, 2015, the basic annual salary of employees in full-time annual salaried employment status on March 31, 2015, will be increased by 2 percent.* The salary schedules for employees shall be amended to reflect the increase provided herein.

(e) Other Than Annual Salary Employees

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

11.3 Retention Payment

(a) Effective March 28, 2013 for employees on the administration payroll and effective April 4, 2013 for employees on the institution payroll a lump sum retention payment of $775 dollars shall be made to each employee in such units in full-time employment status who was:

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

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

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

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

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

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

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

11.4 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.

11.5 Promotions

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

For a Promotion of	An Increase of
1 Grade	3.0%
2 Grades	4.5%
3 Grades	6.0%
4 Grades	7.5%
5 Grades	9.0%

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

11.6 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.

11.7 Longevity Payments

(a) Longevity payments for interest arbitration eligible and ineligible employees as set out in the salary schedules 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, Agency Law Enforcement Services or Security Supervisors Unit. Such payment will be added to base pay effective on the payroll period which next begins following the actual completion of 10, 15, 20, and 25 years of continuous service.

Salary increases pursuant to 11.2(a), (b), (c), and (d) shall be applied to longevities.

(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.

11.8 Locational Compensation and Inconvenience Pay

(a) Locational Adjustment

(1) For Interest Arbitration ineligible employees only, eligible employees in New York City, Nassau, Rockland, Suffolk, and Westchester Counties will receive a

Downstate Adjustment in addition to their basic annual salary. Eligible employees in Orange, Dutchess, and Putnam Counties will receive a Mid-Hudson Adjustment in addition to their basic annual salary.

As of April 1, 2009*, the Downstate Adjustment and the Mid-Hudson Adjustment for eligible Interest Arbitration ineligible employees only will be as follows:

Effective Date*

	Downstate Adjustment	Mid-Hudson Adjustment
April 1, 2009*	$1,591	$849
April 1, 20010*	$1,655	$883
April 1, 2011*	$1,655	$883
April 1, 2012*	$1,655	$883
April 1, 2013*	$1,655	$883
April 1, 2014*	$1,688	$901
April 1, 2015*	$1,722	$919

(2) Interest Arbitration eligible employees only, who are employed by the State Department of Corrections and Community Supervision and are designated as peace officers pursuant to subdivision twenty-five of section 2.10 of the Criminal Procedure Law, are full-time annual salaried employees, and whose principal place of employment, or in the case of a field employee, whose official station as 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 location pay in the following annual amounts as of April 1, 2009:

Effective Date*

	Orange, Putnam	NYC, Rockland,	Nassau,

	Dutchess	Westchester	Suffolk
April 1, 2009*	$1,231	$3,306	$3,379
April 1, 2010*	$1,280	$3,438	$3,514
April 1, 2011*	$1,280	$3,438	$3,514
April 1, 2012*	$1,280	$3,438	$3,514
April 1, 2013*	$1,280	$3,438	$3,514
April 1, 2014*	$1,280	$3,438	$3,514
April 1, 2015*	$1,280	$3,438	$3,514

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

(b) Inconvenience Pay

(1) Effective April 1, 2009, for Interest Arbitration ineligible employees only, the present inconvenience pay program shall be increased to $602 per year to employees who work four hours or more between 6:00 p.m. and 6:00 a.m., except on an overtime basis, and will be continued as provided in Chapter 333 of the Laws of 1969 as amended. Effective April 1, 2010, that amount shall be increased to $626. Inconvenience pay will continue at $626 per year for the remainder of the 2009-2016 contract period.

(2) Effective April 1, 2009 for all members of this unit who are employed by the State Department of Corrections and Community Supervision and are designated as peace officers pursuant to subdivision twenty-five of section 2.10 of the Criminal Procedure Law, and are full-time annual salaried employees and who are assigned to work the night shift, as defined by the facility, shall receive $927 per year for work on

such shift. Effective April 1, 2010 that amount shall be increased to $964 and continue at that amount for the remainder of the 2009-2016 contract period. Further, effective April 1, 2009 for all members of this unit who are employed by the State Department of Corrections and Community Supervision and are designated as peace officers pursuant to subdivision twenty-five of section 2.10 of the Criminal Procedure Law, and are full-time annual salaried employees and who are assigned to work the evening shift, as defined by the facility, shall receive $1,854 per year for wok on such shift. Effective April 1, 2010 that amount shall be increased to $1,928 and continue at that amount for the remainder of the 2009-2916 contract period.

11.9 Pre-Shift Briefings

(a) In recognition of the fact that employees, as is the present practice, are generally required to assemble for briefing for 15 minutes prior to the commencement of their tours of duty, each employee, shall be paid at least $1,248 per year as overtime (prorated based on length of paid service in each fiscal year) or pursuant to the Budget Director's Rules and Regulations for overtime compensation, whichever is greater. Such payment shall be in lieu of all other payments and compensation for that time worked. The Employer further agrees that when such an employee is required and authorized to assemble for briefing or lineup on a daily basis in excess of 15 minutes before the commencement of his tour of duty, such time actually worked in excess of 15 minutes shall be considered to be time worked for the purpose of computing overtime.

11.10 Security Enforcement Differential (for Interest Arbitration ineligible employees only)

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 increased to $682 per year beginning April 1, 2009*; increased to $709 per year beginning April 1, 2010*. Such payments shall not be added to base salary, but shall be made biweekly. Effective March 31, 2011, the Security Enforcement Differential for Interest Arbitration ineligible employees will be rolled into base salary and eliminated as a separate payment.

11.11 Facility Security Supervisor Pay (for Interest Arbitration ineligible employees only)

Effective April 1, 2009, only Interest Arbitration ineligible employees in this bargaining unit at the time of this Agreement shall receive $546 per year. That amount shall be increased to $568 effective April 1, 2010. Such payments shall not be added to base salary, but shall be made biweekly. Effective March 31, 2011, the Facility Security Supervisor Pay for Interest Arbitration ineligible employees will be rolled into base salary and eliminated as a separate payment.

11.12 Command Pay

Effective April 1, 2009*, Command Pay for Correction Lieutenants shall be increased to $1,639 annually. Effective April 1, 2010*, this amount shall be increased to $1,705 annually.

Effective March 31, 2011 Interest Arbitration ineligible employees shall begin to receive Command Pay at the rate then in effect for members of the unit who are Interest Arbitration eligible.

Effective April 1, 2011* all members of this unit will receive Command Pay in the following annual amounts:

April 1, 2011*	$1705
April 1, 2012*	$1705
April 1, 2013*	$1705
April 1, 2014*	$1739
April 1, 2015*	$1774

11.13 Retroactive Wage Payments

A retroactive wage payment will be paid in one installment during fiscal year 2012-2013. If practicable, this installment will be paid in calendar year 2012. Such installment shall be reduced by the amount of the adjustment of health insurance premium share retroactive to October 1, 2011 and the value of 9 days of deficit reduction leave. Reductions in retroactive wages will be computed on an individual employee basis.

Leave will be prorated for employees hired on or after April 1, 2011. If there is insufficient retroactive wages to pay for all Deficit Reduction Leave days, the cost of the Deficit Reduction Leave days will be deducted in the regular bi-weekly paychecks, in equivalent amounts, over the pay periods then remaining through March 31, 2013. For those employees with insufficient retro pay to cover retroactive health insurance

premium, in accordance with the Department of Civil Service administrative procedures, $100 will be deducted from employee paychecks until the full retroactive premium is paid.

11.14 Deficit Reduction Leave/Workforce Reduction Limitation (a) Deficit Reduction Leave

(1) Employees will have their salary reduced by the value of five days for fiscal year 2011-2012 as reflected in the retroactive wage payment above.

(2) Employees will have their salary reduced by the value of four days for fiscal year 2012-2013 as reflected in the retroactive wage payment above.

(3) Leave will be pro-rated for employees hired on or after April 1, 2011 if the retro payment is insufficient to cover retroactive health insurance premium and all Deficit Reduction Leave days.

(4) Employees will take off 9, or an appropriate pro rata share thereof, Deficit Reduction Leave days between the date of ratification and June 30, 2013. The State will ensure that each employee is allowed to take days off in accordance with this provision.

(5) Cash value of the four days for 2012-2013 shall be repaid to employees in equal installments over 39 payroll periods beginning with the final payroll period of fiscal year 2015-2016.

(6) Effective October 1, 2012, the vacation accrual cap will increase to 45 days. The cap will be returned to 40 days on October 1, 2013.

(b) 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.

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

ARTICLE 12

Health, Dental and Prescription Drug Insurance

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

Eligibility

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

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

12.2(a)(3) Pursuant to the 2010 Federal Patient Protection and Affordable Care Act, dependents up to age 26 shall be eligible for health insurance, including prescription drug benefits.

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

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

Benefits Management Program

12.3(a)(1) Pre-certification will be required for all elective inpatient confinements and prior to certain specified medical procedures to provide an opportunity for a review of diagnostic procedures for appropriateness of setting and effectiveness of treatment alternatives.

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

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

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

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

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

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

12.3 (a)(8) The Empire Plan Benefits Management Program Prospective Procedure Review requirement will include Magnetic Resonance Imaging (MRI). The list of procedures will undergo annual evaluation by the Medical Carrier. Effective April 1, 2010 a more managed approach to radiological procedures will be implemented.

- The Medical Component Insurer will improve the effectiveness of the benefit by re-enforcing credentialing requirements and "best practices" with Radiologists and other providers involved in providing radiological services to Empire Plan enrollees.
- The current Prospective Procedure Review notification requirement for MRIs will expand to include CAT and PET scans, nuclear medicine and MRAs

performed at the outpatient department of a hospital, a participating provider office or a free-standing facility.

* Enrollees will be required to call the Benefits Management Program for Pre-certification when a listed procedure is recommended. Enrollees will be requested to call two weeks before the date of the procedure.

* Current co-insurance levels will apply for failure to comply with the requirements of the Prospective Procedure Review Program.

12.4(a)(1) The copayment for emergency room services is $60. Effective September 1, 2012, the copayment for emergency room services will increase to $70. Outpatient services covered by the hospital contract are subject to a $35 copayment per outpatient visit. Effective September 1, 2012, outpatient services covered under the hospital contract will be subject to a $40 copayment per outpatient visit. The Emergency room and hospital outpatient copayment will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting, and for the following covered chronic care outpatient services: chemotherapy, radiation therapy, and hemodialysis. Effective September 1, 2012, hospital outpatient surgery will be subject to a $60 copayment.

12.4(a)(2) Coverage for services provided in the outpatient department of a hospital include services provided in a remote location of the hospital (hospital owned and operated extension clinics). Emergency care provided in such remote location of the hospital is subject to the $60 emergency room copayment. Effective September 1, 2012, the emergency room copayment will increase to $70. Outpatient services

provided in such remote location of the hospital are subject to the $35 outpatient hospital copayment. Effective September 1, 2012, the outpatient hospital copayment in such remote location will increase to $40 and the outpatient surgery copayment will increase to $60. These copayments will be waived for persons admitted to the hospital as an inpatient directly from the outpatient setting.

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

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

- The Hospital carrier will establish a network of hospitals (acute care general hospitals, skilled nursing facilities and hospices) throughout the United States.
- Any hospital that does not enter into a participating agreement with the hospital carrier will be considered to be a non-network facility.
- Covered inpatient services received at a network hospital will be paid-in-full. Covered outpatient services (outpatient lab, x-ray, etc. and emergency room) received at a network hospital will be subject to the appropriate copayment.
- Covered inpatient services received at a non-network hospital will be reimbursed at 90 percent of charges. There will be a separate $1500 annual Hospital coinsurance maximum per enrollee, enrolled spouse/domestic partner and all dependent children combined established for non-network hospital out-of-pocket expenses.
- The $1500 Hospital coinsurance maximum is for non-network hospital expenses only and cannot be combined with any coinsurance maximums for

other Empire Plan components. Effective January 1, 2012 the $1500 hospital coinsurance maximum for non-network hospital expenses will be combined with coinsurance maximums for other Empire Plan components.

- Covered outpatient services received at a non-network hospital will be reimbursed at 90 percent of charges or a $75 copayment whichever is greater. The non-network outpatient coinsurance will be applied toward the $1500 annual coinsurance maximum.
- Once the enrollee, enrolled spouse/domestic partner or all dependent children combined have incurred $500 in non-network expenses, a claim may be filed with the medical carrier for reimbursement of out-of-pocket non-network expenses incurred above the $500 and up to the balance of the coinsurance maximum. Effective January 1, 2010 the maximum $1000 reimbursement under the Basic Medical Program will be reduced to $500. Effective September 1, 2012, the $500 reimbursement under the Basic Medical Program will be eliminated.
- Services received at a non-network hospital will be reimbursed at the network level of benefits under the following situations:
    - Emergency outpatient/inpatient treatment;
    - Inpatient/outpatient treatment only offered by a non-network hospital; and
    - Inpatient/outpatient treatment in geographic areas where access to a network hospital exceeds 30 miles or does not exist.
    - Care received outside of the US

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

Medical Services

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

12.5(a)(1) Effective April 1, 2010 office visit charges by participating providers will be subject to a $20 copayment per covered individual. Effective April 1, 2010 covered surgical procedures rendered by participating providers will be subject to a $20 copayment.

12.5 (a)(2) Effective April 1, 2010 all covered radiology services rendered by participating providers will be subject to a $20 copayment per covered individual. Effective April 1, 2010 all covered outpatient laboratory services rendered by participating providers will be subject to a $20 copayment per covered individual. All covered services provided at a participating ambulatory surgical center are subject to a $30 copayment by the enrollee. All anesthesiology, radiology and laboratory tests performed on-site on the day of surgery shall be included in this single copayment.

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

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

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

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

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

12.5(e) The basic medical component deductible shall be $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 September 1, 2012, the Basic Medical component deductible shall be $1,000 per enrollee, $1,000 per enrolled spouse/domestic partner, and $1,000 per all dependent children combined. Effective September 1, 2012, covered expenses for basic medical services, mental health and/or substance abuse treatments and home care advocacy services will be included in determining the basic medical component deductible. Covered expenses for physical medicine services are excluded in determining the basic medical component deductible.

12.5(f) The basic medical component shall pay 80 percent reimbursement of reasonable and customary charges for covered expenses in a calendar year until the coinsurance maximum is reached, then 100 percent of reasonable and customary covered expenses as described below. Effective January 1, 2010 the maximum annual co-insurance out-of-pocket expense under the basic medical component will be $800 per enrollee; $800 per enrolled spouse or domestic partner; and $800 for all dependent children combined. Effective January 1, 2011 and on each successive January 1, the maximum annual coinsurance out-of-pocket expense will increase by a percentage amount equal to the percentage increase in the medical care component of the CPI for Urban Wage Earners and Clerical Workers, All Cities (CPI-W) for the period July 1 through June 30 of the preceding year. Effective September 1, 2012, the combined coinsurance maximum will increase to $3,000 per enrollee, $3,000 for the enrolled spouse/domestic partner, and $3,000 for all dependent children combined. Covered

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

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

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

12.6 Council 82 Empire Plan Enhancements

In addition to the basic Empire Plan benefits, the Empire Plan for Council 82 enrollees shall include:

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

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

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

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

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

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

For Interest Arbitration eligible employees only, retirements occurring on and after September 1, 2012, the actuarial table used to calculate the employee's sick leave credit toward health insurance in retirement shall be the life expectancy table for corrections officers ~~in effect at the time of retirement~~. For non-Interest Arbitration eligible employees, the actuarial table used to calculate the employee's sick leave credit toward health insurance in retirement shall be the table in effect at the time of retirement.

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

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

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

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

(k) Dual Annuitant Sick Leave Credit

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

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

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

method for future retirees as required to maintain the cost neutrality of this feature of the plan.

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

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

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

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

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

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

- Services (including nursing services), equipment and supplies will be subject to the annual basic medical deductible and reimbursed at 50 percent of the HCAP network

allowances; the basic medical out-of-pocket maximum will not apply to HCAP designated services, equipment and supplies.

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

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

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

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

- Access to designated "Centers of Excellence" including a travel benefit;

- Treatment of "couples" as long as both partners are covered either as enrollee or dependent under the Empire Plan;

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

- Prior authorization required for certain procedures.

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

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

(2) External mastectomy prostheses 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. Effective October 1, 2011, no copayment shall be required (Herpes Zoster for patients under age 60 will be subject to copayment). The list of immunizations shall include Influenza, Pneumococcal Pneumonia, Measles, Mumps, Rubella, Varicella, Herpes Zoster, Human Papilloma Virus (HPV), Meningococcal Meningitis and Tetanus, and shall be subject to protocols developed by the medical program insurer.

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

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

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

- Direct telephonic nurse consultations;
- Information and assistance in locating appropriate care centers;
- Connection with cancer experts at Cancer Resource Services network facilities;

- There is no lifetime maximum for travel and lodging expenses; and
- Paid-in-full reimbursement for all services provided at a Cancer Resource Services network facility when the care is pre-certified.

(w) The Empire Plan medical carrier will make available a network of prosthetic and orthotic providers established by the Empire Plan medical carrier. Prostheses or orthotics obtained through an approved prosthetic/orthotic network provider will be paid in full under the participating provider component of the Empire Plan, not subject to copayment. For prostheses or orthotics obtained other than through an approved prosthetic/orthotic network provider, reimbursement will be made under the basic medical component of the Empire Plan, subject to deductible and coinsurance.

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

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

- Empire Plan enrollees have access to an expanded network of providers through an additional provider network;
- Basic Medical provisions will apply to the providers in the expanded network option (deductible and 20 percent coinsurance);
- Payment will be made by the Plan directly to the discount providers, no balance billing of discounted rate will be permitted;

- This program is offered as a pilot program and will terminate on December 31, 2012, unless extended by agreement of both parties.

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

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

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

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

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

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

(cc) The State and the Council 82 Joint Committee on Health Benefits will explore the possible implementation of additional Disease Management and/or Wellness activities to support enrollees with chronic illnesses and employees seeking to improve their general health and well being.

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

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

12.7 Prescription Drug Services

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

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

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

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

12.7(b)(1) A third level of prescription drugs and prescription copayments was created to differentiate between preferred brand-name and non-preferred brand-name

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

- $5 Generic
- $15 Preferred-Brand
- $30 Non-Preferred Brand

  Effective April 10, 2010 the non-preferred brand name copayment shall be $40. 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 September 1, 2012 the copayment for prescription drugs purchased at a retail or mail service pharmacy for up to a 30-day supply shall be as follows:

- $5 Generic
- $25 Preferred-Brand
- $45 Non-Preferred Brand

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

- $10 Generic
- $30 Preferred Brand

$60 Non-Preferred Brand Effective April 10, 2010 the non-preferred brand name copayment shall be $70. 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 September 1, 2012 the copayment for prescription drugs purchased at a retail pharmacy for a 31-90 day supply shall be as follows:

- $10 Generic
- $50 Preferred Brand
- $90 Non-Preferred Brand

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

- $5 Generic
- $20 Preferred Brand
- $55 Non-Preferred Brand

Effective April 10, 2010 the non-preferred brand name copayment shall be $65. 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 September 1, 2012 the copayment for prescription drugs purchased through the mail service pharmacy for a 31-90 day supply shall be as follows:

- $5 Generic
- $50 Preferred Brand
- $90 Non-Preferred Brand

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

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

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

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

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

"orphan drugs";

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

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

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

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

3. Following implementation, enrollees may fill no less than one prescription for a drug included in the Specialty Program at a Non-Specialty Network pharmacy, except for those drugs identified as being used for short-term therapy for which a delay in starting therapy would not affect clinical outcome.

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

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

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

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

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

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

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

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

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

12.8 Premium Contribution

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

Effective October 1, 2011, the State agrees to pay 84 percent of the cost of individual coverage and 69 percent of the additional cost for dependent 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, the State agrees to pay 84 percent of the cost of individual coverage and 69 percent of the additional cost for 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, 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 (b)(1) Effective September 1, 2012, NYSHIP enrollees who can demonstrate and attest to having other, non-State sponsored coverage may annually opt-out of NYSHIP's Empire Plan or Health Maintenance Organizations. Enrollees who choose to opt-out of NYSHIP coverage will receive an annual payment of $1,000 for opting out of individual coverage or $3,000 for opting out of family coverage. The opt-out program will allow for re-entry to NYSHIP during the calendar year subject to a Federally Qualifying Event and during the annual option transfer period. The enrollee must be enrolled in NYSHIP prior to April 1st of the previous plan year in order to be eligible to opt out, unless newly eligible to enroll. The opt-out payment will be pro-rated over the twenty-six (26) payroll cycles and appear as a credit to the employee's wages for each bi-weekly payroll period the eligible individual is qualified. For the 2012 plan year Council 82 members will be permitted to opt out of coverage under the State health plans subsequent to ratification, and will be entitled to a pro-rata share of the annual payment for the remaining portion of the program year.

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

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

insurance program with payment at the same contribution rates as required of active employees.

12.8(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.

12.9 Option Transfer

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

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

12.10 Joint Committees on Health and Dental Benefits

(a) The State and Council 82 agree to continue the Joint Committee on Health and Dental Benefits. The Committee shall consist of at least three representatives selected by Council 82 and three representatives selected by the State.

(b) The State shall seek the appropriation of funds by the Legislature to support committee initiatives and to carry out the administrative responsibilities of the Joint Committee. Funding for the Joint Committee shall be as follows:$6,500 for the period April 1, 2012 to March 31, 2013; $6,500 for the period April 1, 2013 to March 31, 2014; $6,630 for the period April 1, 2014 to March 31, 2015; and $6,763 for the period April 1, 2015 to March 31, 2016. In no case will more than 50% of these appropriations be allocated to either the State or Council 82 individually.

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

(d) The Joint Committee shall work with appropriate State agencies to review and oversee the various health plans available to employees represented by Council 82.

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

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

(g) The State shall require that the insurance carriers for the State Health Insurance Plan submit claims and experience data reports directly to the Joint

Committee on Health and Dental Benefits in the format and with such frequency as the Committee shall determine.

(h) The Joint Committee on Health and Dental Benefits shall work with appropriate State agencies to make mutually agreed upon changes in the Plan benefit structure through such initiatives as: (1) HMO Workgroup (participation/efficiency); (2) Ambulatory Surgery Center development; (3) HCAP/ER benefit-review; (4) The ongoing review of the Managed Physical Medicine Program; (5) Review of the appropriateness of providing a benefit for autologous blood donations; (6) Review the appropriateness of additional chronic copayment waivers; (7) Work with the dental carrier to increase access to participating dental specialists such as orthodontists; (8) Explore the addition of a Lyme Vaccine to the list of injectable adult immunizations should one become available; (9) Work with the State to monitor and oversee a voluntary disease management program under the medical component of the Empire Plan; (10) The ongoing review of a Medical Flexible Spending Account; (11) Work with the State to monitor and oversee the voluntary "Centers of Excellence" program for organ and tissue transplants within the hospital component of the Empire Plan; (12) Work with the State and medical carrier to develop an enhanced network of urgent care facilities; (13) Work with the State to implement a direct debit vehicle to be utilized under the Medical Flexible Spending Account; (14) Work with the State to implement and oversee a Bariatric Surgery Program; (15) Work with the State to implement and oversee a Healthy Back Disease Management Program.

12.11 Vision Care Benefits

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

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

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

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

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

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

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

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

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

(i) Effective September 1, 2010, the Council 82 Vision Care Plan will be modified as follows:

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

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

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

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

5. Employees receiving such services shall have a copayment equal to 10 percent 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 Council 82 Joint Committee on Health Benefits shall review the Corrective Vision Care coverage component at regular intervals to monitor utilization, network adequacy and cost.

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

12.12 Dental Care Benefits

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

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

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

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

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

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

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

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

12.14 Mental Health and Substance Abuse Treatment

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

12.14(a) NETWORK BENEFIT

- Mental Health Coverage
  - Paid-in-full medically necessary hospital services and inpatient physician charges when provided by, or arranged through, the network;
  - Effective April 1, 2010, outpatient care provided by, or arranged through, the network will be covered subject to a $20 per visit copayment;
  - Up to three visits for crisis intervention provided by, or arranged through, the network will be covered without copay.

- Alcohol and Other Substance Abuse Coverage

  - Paid in full medically necessary care for hospitalization or alcohol/substance abuse facilities when provided by, or arranged through, the network;
  - Outpatient care provided by, or arranged through, the network will be subject to the participating provider office visit copayment.

- Benefit Maximums

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

12.14(b) NON-NETWORK BENEFIT

- Mental Health Coverage

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

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

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

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

12.15 Managed Physical Medicine Program (MPMP)

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

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

ARTICLE 13

Education and Training

13.1 Effective April 1, 2012, the Employer will recommend an appropriation by the Legislature of $20,337 for each year of the agreement. Effective April 1, 2014 this amount will be increased to $20,744 and effective April 1, 2015 increased to $21,159.

13.2 A joint labor/management committee comprised of representatives of the union 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 In order to provide for proper training or orientation, any employee who transfers to a new facility, is promoted, or assumes a new assignment shall not be eligible for new job assignments or shifts during the 30-day period immediately following the assumption of new duties resulting from any such transfer, promotion or reassignment.

13.4 Effective April 1, 2012, the Employer will recommend an appropriation by the Legislature of $13,791 for each year of this Agreement for implementation of education and training programs for employees of this unit. Such training shall be management-directed after consultation with the union. Effective April 1, 2014 this amount will be increased to $14,067 and effective April 1, 2015 increased to $14,348.

13.5 (a) Effective April 1, 2012 the Employer will appropriate $3,416 for each year of this Agreement as set forth in Article 1.1, to provide an Employee Assistance Program for employees in this unit. Effective April 1, 2014 this amount will be increased to $3,484 and effective April 1, 2015 increased to $3,554.

(b) Effective April 1, 2012 the Employer will appropriate $5,305 for each year of this Agreement, as set forth in Article 1.1, to provide an Organizational Alcoholism Program for employees in this unit. Effective April 1, 2014 this amount will be increased to $5,411 and effective April 1, 2015 increased to $5,519.

13.6 Notices of agency level training shall be sent to the appropriate local union president of the affected agency, and to Council 82, and posted for 15 days whenever possible on union 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) 20 days annually or (b) one-half day per biweekly pay period plus additional vacation in accordance with the following schedule:

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

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

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

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

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

(e) Vacation credits may be accumulated up to a maximum of 40 days provided, however, that in the event of death, retirement, or separation from service, employees shall be compensated in cash for accrued and unused vacation credits only up to a maximum of 30 days. An employee at the vacation accrual maximum (40 days) or who will exceed the accrual maximum at the next accrual period whose written request for the use of vacation credits is denied, in writing, may accumulate more than 40 days of such credits during a year, provided, however, that the employee's balance of vacation credits does not exceed 40 days on October 1 of each year.

14.2 Personal Leave

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

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

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

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

14.3 Bereavement Leave

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

(b) For the purpose of defining eligibility for paid leave because of illness or death in the family, the term "family" shall be defined as the employee's spouse, child, parent, grandparent, brother, sister, aunt, uncle, parent-in-law, brother-in-law, sister-in-law, grandchild 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 Council 82 agree to continue the standing Joint Committee on Workers' Compensation. The Committee shall consist of an equal number of representatives selected by Council 82 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.

ARTICLE 15

Overtime, Recall and Scheduling

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

15.1 Overtime

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

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

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

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

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

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

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

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

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

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

15.2 Recall

Any employee who is recalled to work unscheduled overtime including court appearances after having completed his scheduled work period and left the facility grounds shall be guaranteed a minimum of one-half day's overtime compensation. If an

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

15.3 Shift Changes

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

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

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

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

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

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

15.4 Overtime Meal Allowance

An overtime meal allowance of $5.00 [$5.50 for Interest Arbitration ineligible employees only] shall be paid, subject to rules and regulations of the Comptroller, to employees who work at least three hours overtime on a regular working day or at least six hours overtime on other than a regular working day. When an employee is required to work nine hours or more on other than a regularly scheduled working day, two meal allowances will be allowed.

15.5 Standby On-Call Rosters

(a) Eligible 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 eligible 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. This method, adopted in 1972, is not intended, however, to change practices concerning the use of accrued credits. For example, at facilities using a "wheel" or "block" system, employees may use their accruals in excess of those needed for the "wheel" or "block" schedules in conjunction with their scheduled vacations or separately.

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

16.4 Holiday Observances

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

(b) When December 25 and January 1 fall on Sundays and are observed as State holidays on the following Mondays, employees whose work schedule includes December 25 and/or January 1 shall observe the holiday on those dates, or if required to work, may receive additional compensation or compensatory time off in accordance

with Section 16.1 of this Agreement. In such event, for those employees, December 26 and January 2 will not be considered holidays.

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

16.5 Definition

As used in this Agreement, the term holiday shall mean: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, 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.

17.3 Triborough Bridge Tolls

The Employer agrees to arrange for work related passage over the Triborough Bridge without cost for car tolls to employees employed and not residing at facilities at Ward's Island, New York, operated by the New York State Department of Mental Hygiene for the reasons that (a) heretofore, free ferry service was provided to the Island, which service has been discontinued, and (b) there is no other way for such employees to reach their work by car except over a toll bridge.

17.4 Escort Meal Allowance

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

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

ARTICLE 18

Payroll Computation

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

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

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

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

ARTICLE 19

Credit Union Deductions

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

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

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

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

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

This allowance replaces all existing uniform cleaning provisions and/or allowances and shall cover all uniform cleaning and maintenance requirements (e.g.,

sewing, patches, etc.) and the provision and repair of uniform shoes. [GOER1]20.3 Whenever replacement of uniform parts or equipment is not available, the Department, agency or institution will make a reasonable effort to secure replacements as soon as is practicable.

20.4 Effective March 31, 2011 for Interest Arbitration ineligible employees only, the uniform allowance shall be increased to $1,075, rolled into base salary and eliminated as a separate payment.

ARTICLE 21

Indemnification

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

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

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

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

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

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

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

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

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

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

21.8 The Employer and the Union agree to enter into a contract to provide for the implementation of a legal defense fund, in the amount of $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 Union to provide legal defense for the members of the Security Supervisors Unit who are represented by the Union for each year covered by this Agreement who may be defendants or witnesses in criminal or civil matters arising out of the discharge of their duties and in the course of their employment where Public Officers Law Sections 17 and 19 do not provide such representation.

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

ARTICLE 22

Safe Working Conditions

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

22.2 Any matters pertaining to safety standards and conditions may be discussed in labor/management committees at the appropriate level including the executive level. 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 As soon as practicable after the signing of the Agreement, the parties commit to meet on an agency-by-agency basis to establish guidelines which address

the effects of infectious disease upon employees. Considerations shall include the issues of confidentiality, employee notification and education, use of precautions and agency policies, consistent with applicable law.

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

ARTICLE 23

Reimbursement for Property Damage

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

23.2 The Employer agrees to provide for payments of up to $150 out of local funds at the institution level as provided by subdivision 12 of Section 8 of the State Finance Law.

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

ARTICLE 24

Seniority

24.1 For the purposes of this Article, seniority shall be defined as the length of an employee's uninterrupted service in title 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 Where vacancies at a facility or region are known to exist, the Superintendent, 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 Union a list of its employees by department or agency and seniority and to update it quarterly.

ARTICLE 25

Labor/Management Committees

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

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

25.3 Approved time spent in such meetings (including actual and necessary travel time, not to exceed eight hours each way, for Executive and department level meetings) shall neither be charged to leave credits nor considered as overtime worked.

Management shall make every effort to reschedule shift assignments or pass days so that meetings fall during working hours of Union representatives.

25.4 Labor/management committee meetings shall be conducted in good faith. These committees shall have no power to contravene any provisions of this Agreement or to agree to take any action beyond the authority of the management at the level at which the meeting takes place. Matters may be referred to and from the facility and department or agency levels as necessary. The parties may issue joint meeting minutes and letters of understanding. Any arrangement which is mutually agreed upon shall be reduced to writing within 14 calendar days. Any arrangement which is the subject of a memorandum of understanding, letter of understanding or joint meeting minutes, shall not be altered or modified by either party without first meeting and discussing with the other party at the appropriate level in a good faith effort to reach a successor agreement. Any alterations or modifications to a written local labor/management agreement as described in this section may occur no sooner than five days after such meeting and discussion and subsequent written notification of the changes received by the other party. Implementation of such alterations or modifications shall not occur without adherence to the procedures herein described. In cases where emergency conditions necessitate a variation of an established labor/management agreement by either party, the other party must be notified of such variation as soon as possible. Such variation will be reviewed by the designated Union and Management Chairs of the Local Labor/Management Committee within seven days. Disagreements growing out of the implementation of memorandum or letters of

understanding may be initiated at the 3rd Step of the grievance procedure as contained in Article 7, paragraph 7.1(b).

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

25.6 The Employer and the Union will review the manner in which quality of work life efforts should be provided in this unit. Effective April 1, 2012, funding will be appropriated in the amount of $15,013 for each year of this Agreement, as set forth in Article 1.1, for a statewide labor/management committee. Effective April 1, 2014 this amount will be increased to $15,313 and effective April 1, 2015 increased to $15,619.

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 Officers Benefit Act.

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

25.8 The Employer shall not contract out for goods and services performed by employees which will result in any employee being reduced or laid off without prior consultation with the Union concerning any possible effect on the terms and conditions of employment of employees covered by this Agreement.

25.9 The State of New York as the Employer and the Union agree that they shall hereinafter enter into a contract to provide for the implementation of an employee benefit fund, in accordance with such terms as shall be jointly agreed upon by the parties and subject to the approval of the Comptroller, to be administered by the Union to provide certain benefits for full-time annual salaried employees in the Security Supervisors 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, 2009 – $40; April 1, 2010 –

$40; April 1, 2011 - $40; April 1, 2012 - $40; April 1, 2013 - $40; April 1, 2014 - $40.80 and April 1, 2015 - $41.62 For the purposes of determining the amount to be deposited in accordance with this Section, the number of employees shall be determined to be the number of full-time annual salaried unit employees on the payroll each preceding March 1, as set forth above in this paragraph.

25.10 Family Benefits

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

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

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

In subsequent years, the employer contribution may be increased or reduced so as to fully expend available funds for this purpose, while maintaining salary sensitive differentials. In no event shall the aggregate employer contribution exceed the amounts provided for this purpose.

In the interest of providing greater availability of dependent care and other services to Council 82-represented employees in this bargaining unit and maximizing resources available, the Family Benefits Program may support additional initiatives as recommended by the Advisory Body.

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

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

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

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

(d) Effective April 1, 2012, funding for the programs in this Section (25.10) shall be provided as follows: for DCAA and LifeWorks, $12,155 for each year of the contract. Effective April 1, 2014 this amount will be increased to $12,398 and effective April 1, 2015 increased to $12,646; for Directions, $1,353 for each year of the contract.

Effective April 1, 2014 this amount will be increased to $1,380 and effective April 1, 2015 increased to $1,408.

The parties agree that such funding is effective on the date of ratification, and shall sunset on the expiration date of this Agreement, unless extended by written mutual agreement by the parties.

ARTICLE 26

No Strike Clause

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

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

ARTICLE 27

Preservation of Benefits

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 Union and when appropriate, without negotiations with the Union provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the Employer by Article 6 of this Agreement.

ARTICLE 28

Savings Clause

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

ARTICLE 30

APPROVAL OF THE LEGISLATURE

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

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

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

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

DATED: October 10 , 2013

FOR SECURITY UNIT EMPLOYEES COUNCIL 82 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

James F. Lyman
President

THE EXECUTIVE BRANCH OF THE STATE OF NEW YORK

Joseph Bress
Chief Negotiator

Michael N. Volforte
Interim Director

Appendix "A"

COUNCIL 82 - SECURITY SUPERVISORS UNIT- SALARY SCHEDULE

INTEREST ARBITRATION INELIGIBLE ONLY

Effective April 1, 2009 (Institution) and

Effective April 1, 2009 (Administration)

SG	Hiring Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step
1	21,404	22,312	23,220	24,128	25,036	25,944	26,852	908	28,491	29,933	32,53
2	22,193	23,149	24,105	25,061	26,017	26,973	27,929	956	29,662	31,187	33,86
3	23,298	24,295	25,292	26,289	27,286	28,283	29,280	997	31,088	32,679	35,41
4	24,355	25,406	26,457	27,508	28,559	29,610	30,661	1,051	32,690	34,233	37,03
5	25,520	26,623	27,726	28,829	29,932	31,035	32,138	1,103	34,138	35,895	38,77
6	26,869	28,032	29,195	30,358	31,521	32,684	33,847	1,163	35,953	37,809	40,77
7	28,403	29,612	30,821	32,030	33,239	34,448	35,657	1,209	37,847	39,774	42,79
8	30,017	31,273	32,529	33,785	35,041	36,297	37,553	1,256	39,828	41,832	44,92
9	31,706	33,017	34,328	35,639	36,950	38,261	39,572	1,311	41,950	44,043	47,21
10	33,520	34,898	36,276	37,654	39,032	40,410	41,788	1,378	44,279	46,475	49,72
11	35,515	36,949	38,383	39,817	41,251	42,685	44,119	1,434	46,714	48,998	52,33
12	37,505	39,002	40,499	41,996	43,493	44,990	46,487	1,497	49,203	51,592	55,01
13	39,758	41,321	42,884	44,447	46,010	47,573	49,136	1,563	51,964	54,453	57,96
14	42,057	43,696	45,335	46,974	48,613	50,252	51,891	1,639	54,854	57,463	61,07
15	44,490	46,195	47,900	49,605	51,310	53,015	54,720	1,705	57,806	60,522	64,23
16	47,013	48,796	50,579	52,362	54,145	55,928	57,711	1,783	60,937	63,777	67,59
17	49,669	51,546	53,423	55,300	57,177	59,054	60,931	1,877	64,327	67,313	71,25
18	52,504	54,475	56,446	58,417	60,388	62,359	64,330	1,971	67,899	71,041	75,12
19	55,380	57,437	59,494	61,551	63,608	65,665	67,722	2,057	71,448	74,727	78,92
20	58,234	60,384	62,534	64,684	66,834	68,984	71,134	2,150	75,033	78,462	82,79
21	61,379	63,620	65,861	68,102	70,343	72,584	74,825	2,241	78,889	82,466	86,91
22	64,668	67,042	69,416	71,790	74,164	76,538	78,912	2,374	83,210	86,989	91,62
23	68,178	70,620	73,062	75,504	77,946	80,388	82,830	2,442	87,257	91,154	95,88
24	71,876	74,411	76,946	79,481	82,016	84,551	87,086	2,535	91,675	95,713	100,57
25	75,897	78,539	81,181	83,823	86,465	89,107	91,749	2,642	96,534	100,746	105,75

COUNCIL 82 - SECURITY SUPERVISORS UNIT- SALARY SCHEDULE
INTEREST ARBITRATION INELIGIBLE ONLY
Effective April 1, 2010 (Institution) and
Effective April 1, 2010 (Administration)

SG	Hiring Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step
1	22,260	23,204	24,148	25,092	26,036	26,980	27,924	944	29,629	31,128	33,83
2	23,081	24,075	25,069	26,063	27,057	28,051	29,045	994	30,847	32,433	35,21
3	24,230	25,267	26,304	27,341	28,378	29,415	30,452	1,037	32,332	33,987	36,82
4	25,329	26,422	27,515	28,608	29,701	30,794	31,887	1,093	33,997	35,602	38,52
5	26,541	27,688	28,835	29,982	31,129	32,276	33,423	1,147	35,503	37,330	40,32
6	27,944	29,154	30,364	31,574	32,784	33,994	35,204	1,210	37,394	39,324	42,40
7	29,539	30,796	32,053	33,310	34,567	35,824	37,081	1,257	39,359	41,363	44,50
8	31,218	32,524	33,830	35,136	36,442	37,748	39,054	1,306	41,420	43,504	46,71
9	32,974	34,338	35,702	37,066	38,430	39,794	41,158	1,364	43,631	45,808	49,10
10	34,861	36,294	37,727	39,160	40,593	42,026	43,459	1,433	46,050	48,333	51,71
11	36,936	38,427	39,918	41,409	42,900	44,391	45,882	1,491	48,581	50,956	54,42
12	39,005	40,562	42,119	43,676	45,233	46,790	48,347	1,557	51,172	53,656	57,21
13	41,348	42,974	44,600	46,226	47,852	49,478	51,104	1,626	54,045	56,634	60,28
14	43,739	45,444	47,149	48,854	50,559	52,264	53,969	1,705	57,051	59,764	63,52
15	46,270	48,043	49,816	51,589	53,362	55,135	56,908	1,773	60,117	62,942	66,80
16	48,894	50,748	52,602	54,456	56,310	58,164	60,018	1,854	63,373	66,327	70,29
17	51,656	53,608	55,560	57,512	59,464	61,416	63,368	1,952	66,900	70,005	74,10
18	54,604	56,654	58,704	60,754	62,804	64,854	66,904	2,050	70,616	73,883	78,12
19	57,595	59,734	61,873	64,012	66,151	68,290	70,429	2,139	74,304	77,714	82,07
20	60,563	62,799	65,035	67,271	69,507	71,743	73,979	2,236	78,034	81,600	86,10
21	63,834	66,165	68,496	70,827	73,158	75,489	77,820	2,331	82,047	85,767	90,39
22	67,255	69,724	72,193	74,662	77,131	79,600	82,069	2,469	86,539	90,469	95,28
23	70,905	73,445	75,985	78,525	81,065	83,605	86,145	2,540	90,749	94,802	99,72
24	74,751	77,387	80,023	82,659	85,295	87,931	90,567	2,636	95,340	99,539	104,59
25	78,933	81,681	84,429	87,177	89,925	92,673	95,421	2,748	100,397	104,778	109,98

Effective March 31, 2011 the Uniform Allowance will increase to $1075 then rolled into base

COUNCIL 82 - SECURITY SUPERVISORS UNIT- SALARY SCHEDULE
INTEREST ARBITRATION INELIGIBLE ONLY
Effective March 31, 2011 (Institution) and
Effective March 31, 2011(Administration)

SG	Hiring Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step
1	23,335	24,279	25,223	26,167	27,111	28,055	28,999	944	30,704	32,203	34,911
2	24,156	25,150	26,144	27,138	28,132	29,126	30,120	994	31,922	33,508	36,291
3	25,305	26,342	27,379	28,416	29,453	30,490	31,527	1,037	33,407	35,062	37,902
4	26,404	27,497	28,590	29,683	30,776	31,869	32,962	1,093	35,072	36,677	39,595
5	27,616	28,763	29,910	31,057	32,204	33,351	34,498	1,147	36,578	38,405	41,402
6	29,019	30,229	31,439	32,649	33,859	35,069	36,279	1,210	38,469	40,399	43,480
7	30,614	31,871	33,128	34,385	35,642	36,899	38,156	1,257	40,434	42,438	45,584
8	32,293	33,599	34,905	36,211	37,517	38,823	40,129	1,306	42,495	44,579	47,792
9	34,049	35,413	36,777	38,141	39,505	40,869	42,233	1,364	44,706	46,883	50,182
10	35,936	37,369	38,802	40,235	41,668	43,101	44,534	1,433	47,125	49,408	52,793
11	38,011	39,502	40,993	42,484	43,975	45,466	46,957	1,491	49,656	52,031	55,500
12	40,080	41,637	43,194	44,751	46,308	47,865	49,422	1,557	52,247	54,731	58,293
13	42,423	44,049	45,675	47,301	48,927	50,553	52,179	1,626	55,120	57,709	61,362
14	44,814	46,519	48,224	49,929	51,634	53,339	55,044	1,705	58,126	60,839	64,598
15	47,345	49,118	50,891	52,664	54,437	56,210	57,983	1,773	61,192	64,017	67,877
16	49,969	51,823	53,677	55,531	57,385	59,239	61,093	1,854	64,448	67,402	71,367
17	52,731	54,683	56,635	58,587	60,539	62,491	64,443	1,952	67,975	71,080	75,184
18	55,679	57,729	59,779	61,829	63,879	65,929	67,979	2,050	71,691	74,958	79,201
19	58,670	60,809	62,948	65,087	67,226	69,365	71,504	2,139	75,379	78,789	83,154
20	61,638	63,874	66,110	68,346	70,582	72,818	75,054	2,236	79,109	82,675	87,180
21	64,909	67,240	69,571	71,902	74,233	76,564	78,895	2,331	83,122	86,842	91,473
22	68,330	70,799	73,268	75,737	78,206	80,675	83,144	2,469	87,614	91,544	96,364
23	71,980	74,520	77,060	79,600	82,140	84,680	87,220	2,540	91,824	95,877	100,79
24	75,826	78,462	81,098	83,734	86,370	89,006	91,642	2,636	96,415	100,614	105,66
25	80,008	82,756	85,504	88,252	91,000	93,748	96,496	2,748	101,472	105,853	111,05

COUNCIL 82 - SECURITY SUPERVISORS UNIT- SALARY SCHEDULE

INTEREST ARBITRATION INELIGIBLE ONLY

Effective April 1, 2014 (Institution) and

Effective April 1, 2014 (Administration)

SG	Hiring Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step
1	23,802	24,765	25,728	26,691	27,654	28,617	29,580	963	31,319	32,848	35,61(
2	24,639	25,653	26,667	27,681	28,695	29,709	30,723	1,014	32,561	34,179	37,01
3	25,811	26,869	27,927	28,985	30,043	31,101	32,159	1,058	34,077	35,765	38,66
4	26,932	28,047	29,162	30,277	31,392	32,507	33,622	1,115	35,774	37,411	40,38
5	28,168	29,338	30,508	31,678	32,848	34,018	35,188	1,170	37,310	39,173	42,23(
6	29,599	30,833	32,067	33,301	34,535	35,769	37,003	1,234	39,237	41,205	44,34
7	31,226	32,508	33,790	35,072	36,354	37,636	38,918	1,282	41,242	43,286	46,49
8	32,939	34,271	35,603	36,935	38,267	39,599	40,931	1,332	43,344	45,470	48,74
9	34,730	36,121	37,512	38,903	40,294	41,685	43,076	1,391	45,598	47,819	51,18
10	36,655	38,117	39,579	41,041	42,503	43,965	45,427	1,462	48,070	50,398	53,85
11	38,771	40,292	41,813	43,334	44,855	46,376	47,897	1,521	50,650	53,072	56,61
12	40,882	42,470	44,058	45,646	47,234	48,822	50,410	1,588	53,292	55,825	59,45
13	43,271	44,930	46,589	48,248	49,907	51,566	53,225	1,659	56,225	58,866	62,59
14	45,710	47,449	49,188	50,927	52,666	54,405	56,144	1,739	59,288	62,055	65,88
15	48,292	50,101	51,910	53,719	55,528	57,337	59,146	1,809	62,419	65,301	69,23
16	50,968	52,859	54,750	56,641	58,532	60,423	62,314	1,891	65,736	68,749	72,79
17	53,786	55,777	57,768	59,759	61,750	63,741	65,732	1,991	69,335	72,502	76,68
18	56,793	58,884	60,975	63,066	65,157	67,248	69,339	2,091	73,125	76,458	80,78
19	59,843	62,025	64,207	66,389	68,571	70,753	72,935	2,182	76,888	80,366	84,81
20	62,871	65,152	67,433	69,714	71,995	74,276	76,557	2,281	80,693	84,330	88,92
21	66,207	68,585	70,963	73,341	75,719	78,097	80,475	2,378	84,787	88,581	93,30
22	69,697	72,215	74,733	77,251	79,769	82,287	84,805	2,518	89,364	93,373	98,28
23	73,420	76,011	78,602	81,193	83,784	86,375	88,966	2,591	93,662	97,796	102,81
24	77,343	80,032	82,721	85,410	88,099	90,788	93,477	2,689	98,345	102,628	107,78
25	81,608	84,411	87,214	90,017	92,820	95,623	98,426	2,803	103,502	107,970	113,27

COUNCIL 82 - SECURITY SUPERVISORS UNIT- SALARY SCHEDULE
INTEREST ARBITRATION INELIGIBLE ONLY
Effective April 1, 2015 (Institution) and
Effective April 1, 2015 (Administration)

SG	Hiring Rate	Perf. Advance Step 1	Perf. Advance Step 2	Perf. Advance Step 3	Perf. Advance Step 4	Perf. Advance Step 5	Job Rate	Perf. Adv.	10 Yr. Long Step	15 Yr. Long Step	20 Yr. Long Step
1	24,278	25,260	26,242	27,224	28,206	29,188	30,170	982	31,944	33,503	36,32
2	25,132	26,166	27,200	28,234	29,268	30,302	31,336	1,034	33,211	34,861	37,75
3	26,327	27,406	28,485	29,564	30,643	31,722	32,801	1,079	34,757	36,479	39,43
4	27,471	28,608	29,745	30,882	32,019	33,156	34,293	1,137	36,488	38,158	41,19
5	28,731	29,925	31,119	32,313	33,507	34,701	35,895	1,194	38,059	39,960	43,07
6	30,191	31,450	32,709	33,968	35,227	36,486	37,745	1,259	40,024	42,031	45,23
7	31,851	33,159	34,467	35,775	37,083	38,391	39,699	1,308	42,069	44,154	47,42
8	33,598	34,957	36,316	37,675	39,034	40,393	41,752	1,359	44,213	46,382	49,72
9	35,425	36,844	38,263	39,682	41,101	42,520	43,939	1,419	46,511	48,777	52,20
10	37,388	38,879	40,370	41,861	43,352	44,843	46,334	1,491	49,030	51,404	54,92
11	39,546	41,098	42,650	44,202	45,754	47,306	48,858	1,552	51,666	54,137	57,74
12	41,700	43,320	44,940	46,560	48,180	49,800	51,420	1,620	54,360	56,943	60,64
13	44,136	45,828	47,520	49,212	50,904	52,596	54,288	1,692	57,348	60,042	63,84
14	46,624	48,398	50,172	51,946	53,720	55,494	57,268	1,774	60,475	63,297	67,20
15	49,258	51,103	52,948	54,793	56,638	58,483	60,328	1,845	63,666	66,606	70,62
16	51,987	53,916	55,845	57,774	59,703	61,632	63,561	1,929	67,051	70,125	74,25
17	54,862	56,893	58,924	60,955	62,986	65,017	67,048	2,031	70,723	73,953	78,22
18	57,929	60,062	62,195	64,328	66,461	68,594	70,727	2,133	74,589	77,988	82,40
19	61,040	63,266	65,492	67,718	69,944	72,170	74,396	2,226	78,428	81,976	86,51
20	64,128	66,455	68,782	71,109	73,436	75,763	78,090	2,327	82,309	86,018	90,70
21	67,531	69,957	72,383	74,809	77,235	79,661	82,087	2,426	86,485	90,355	95,17
22	71,091	73,659	76,227	78,795	81,363	83,931	86,499	2,568	91,149	95,238	100,25
23	74,888	77,531	80,174	82,817	85,460	88,103	90,746	2,643	95,536	99,753	104,87
24	78,890	81,633	84,376	87,119	89,862	92,605	95,348	2,743	100,313	104,682	109,93
25	83,240	86,099	88,958	91,817	94,676	97,535	100,394	2,859	105,572	110,129	115,54

Appendix "B"

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

President
Council 82
AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

Re: Outside Police Agreement

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

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

Sincerely,

/s/ Gary Johnson
Director

President
Council 82
AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

Re: Article 17, Travel

This is to confirm our discussion during negotiations for a successor agreement to the 1999-2003 Security Supervisors 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/ Gary Johnson
Director

President
Council 82
AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

This is to confirm our discussions during recent negotiations of the Security Supervisors Unit Agreement.

In the Security Supervisors Unit, all Supervisors job and shift assignment vacancies will be posted as required by Article 24.3 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.

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/ Gary Johnson
Director

President
Council 82
AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

The State and Council 82 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 Council 82 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 pertain primarily to TB, the parties will discuss other infectious diseases as well.

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

Sincerely,

/s/ Gary Johnson
Director

James F. Lyman
President
Council 82
AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

Dear Mr. Lyman:

This is to confirm the understanding reached at the most recent round of negotiations regarding the change in effective date from March 31 to April 1 in Article 11.4; 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/ Gary Johnson
Director

_____

James F. Lyman
President

DATED:

James F. Lyman
President
Council 82
AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

Re: Use of State Equipment

Dear Mr. Lyman:

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 in paragraph B below.

A. A labor/management agreement concerning union access to a local electronic bulletin board may be made for posting of Council 82 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 Council 82 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. Council 82 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/ Gary Johnson
Director

ADMINISTRATIVE MAINTENANCE PAY AND COMMAND PAY

MEMORANDUM OF UNDERSTANDING MOVED COMMAND PAY TO ART 11