

2011-2016 PEF/State Tentative Agreement Summary

Article	Tentative Agreement	Current Language
Article 7 – Across the Board Increases	<ul style="list-style-type: none"> • 2011-12 – 0% • 2012-13 – 0% • 2013-14 – 0% • 2014-15 – 2% effective April, 2014 • 2015-16 – 2% effective April, 2015 	
Article 7 – Retention (lump sum) Payment	<ul style="list-style-type: none"> • Employees who are active employees as of the date of ratification and who remain active until April, 2013 shall receive: <ul style="list-style-type: none"> ○ \$775 lump sum April, 2013 and ○ \$225 lump sum April, 2014 • Eligibility for the \$775 payment guarantees eligibility for the \$225 payment. • Payments are not added to base but will be counted for final average salary purposes. • Payments are pro-rated for part-time employees (based on actual hours worked). 	
Article 7 – Longevity Awards and Increments	<ul style="list-style-type: none"> • No change in benefits. • All Performance (longevity) Awards continue. • All Performance Advances (increments) continue, including Job Rate parity advances. • Awards and Advances will be contractually protected by the 2011-2016 Agreement following ratification. 	
Article 7 – Overtime Compensation	<ul style="list-style-type: none"> • When <u>voluntary</u> overtime is worked, <u>unscheduled</u> absences charged to sick leave in the same work week will not count as time worked for calculating overtime in that work week. • No change in calculation when mandatory overtime is worked. • No change in calculation if sick leave is pre-scheduled. • All other time charged to leave accruals continues to count. 	<ul style="list-style-type: none"> • All time charged to leave accruals is counted when calculating total hours worked per pay week for overtime purposes.

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<p>NEW Article 21 – Deficit Reduction Leave (DRL)</p>	<ul style="list-style-type: none"> • FY 2011-2012 – 5 furlough days: <ul style="list-style-type: none"> ○ Total compensation, less overtime, will be reduced by the value of five days. ○ Following ratification, the reduction in compensation will be spread over remaining pay periods in fiscal year 2011-2012. ○ DRL days off are guaranteed days off, to be scheduled at employee’s election, subject to supervisory approval. Days must be taken before 3/31/12. ○ Conflicting requests will be approved in order of seniority. ○ No restriction on charging leave days consecutively or in conjunction with other leave. ○ Ten month teachers will be allowed to charge DRL days off during entire academic year. • FY 2012-2013 – 4 furlough days (repaid): <ul style="list-style-type: none"> ○ Total compensation, less overtime, will be reduced by the value of four days. ○ The reduction in compensation will be spread over all pay periods in fiscal year 2012-2013. ○ Ability to charge DRL days subject to same terms as FY 2011-2012 days. ○ Four day reduction repaid to active employees over 39 pay periods (18 months) beginning in March 2016. ○ Employees who separate from service will be repaid for 2012-2013 reduction at time of separation. ○ Scheduling provisions from 2011-12 continue 	

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NEW Article 21 – Workforce Reduction Limitation	<ul style="list-style-type: none"> • For Fiscal Years 2011-2012 and 2012-2013, employees shall be protected from layoffs resulting from the facts and circumstances that gave rise to the present need for \$450 million in workforce savings. • 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 Spending and Government Efficiency (SAGE) Commission determinations are excluded from these limitations. 	
Workforce Reduction Limitation Sideletter	<p>For FY 2011-12 and FY 2012-13:</p> <ul style="list-style-type: none"> • For layoffs resulting from facility closures and/or SAGE Commission actions announced subsequent to ratification of the Agreement, employees shall receive sixty (60) days notification prior to the effective date of the termination. • For layoffs resulting from other changes in circumstances (separate from facility closures and/or SAGE Commission actions), employees shall receive thirty (30) days notification prior to the effective date of the termination. • The State will encourage agencies to utilize the Agency Reduction Transfer List (“ARTL”) process where appropriate and feasible. (PEF preserved right to challenge that ARTL currently is mandatory under Civil Service Law). 	
Article 9 – Employee Premium Contribution	<ul style="list-style-type: none"> • Effective October 1, 2011 the employee’s share of Empire Plan premiums will <u>increase</u> as follows: • Grade 10 and above: <ul style="list-style-type: none"> ○ Individual –16% for employee <ul style="list-style-type: none"> ▪ For example, estimated impact for Empire Plan of \$16.36 (pay period) \$425.26 (annual). <p>(more)</p>	<ul style="list-style-type: none"> • Individual – employee’s share is 10% of the individual premium. • Family – employee’s share is 10% of the individual premium plus 25% of the premium for covered dependent(s)

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	<ul style="list-style-type: none"> ○ Family –16% for employee plus 31% for covered dependent(s) <ul style="list-style-type: none"> ▪ For example, estimated impact for Empire Plan of \$37.44 (pay period) \$973.50 (annual). • Grade 9 and below: <ul style="list-style-type: none"> ○ Individual –12% for employee <ul style="list-style-type: none"> ▪ For example, estimated impact for Empire Plan of \$5.45 (pay period) \$141.75 (annual). ○ Family –12% for employee plus 27% for covered dependent(s) <ul style="list-style-type: none"> ▪ For example, estimated impact for Empire Plan of \$12.48 (pay period) \$324.50 (annual). <p>NOTE: These estimates reflect ONLY the change in enrollee contribution and do not include any possible impact of other design changes.</p>	
<p>Article 9 – Health Insurance Enrollment Opt Out</p>	<ul style="list-style-type: none"> • Effective January 1, 2012 eligible employees who opt out of health insurance coverage will receive additional compensation for doing so as follows: <ul style="list-style-type: none"> ○ Individual coverage - \$1,000/year ○ Family coverage - \$3,000/year • Payment is spread over year and paid in bi-weekly paycheck. • Employees must have been enrolled on 4/1/11 if previously eligible for coverage. • Employees not previously eligible for coverage must choose to opt out as soon as they become eligible. • Employees must have proof of alternate coverage. (more) • Employees may re-enroll either following a qualifying 	

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	<p>change in status or during the annual option transfer period.</p> <ul style="list-style-type: none"> • Employees who opt out are deemed “enrolled” at time of retirement to be eligible for retiree health insurance coverage. 	
<p>Article 9 – Retiree Sick Leave Credit</p>	<ul style="list-style-type: none"> • Effective October 1, 2011, for employees retiring on or after 10/1/11, new life expectancy tables will be used to calculate the value of the monthly sick leave credit. • The tables that Civil Service must use as of 10/1/2011 to calculate the sick leave credit will be the 1999 Unisex life expectancy tables currently used by NYSERS . • All employees can continue to use up to 200 days of accrued sick leave for retiree health insurance costs (no change from current benefit). 	<ul style="list-style-type: none"> • Employees may use the value of up to 200 days of accrued sick leave to offset the cost of retiree contributions to health insurance premiums. • The calculation of the value of the monthly sick leave credit is currently based on life expectancy tables that have not been updated in decades.
<p>Article 9 – Empire Plan Par-provider Copays</p>	<ul style="list-style-type: none"> • No change to any medical copays throughout the term of the 2011-2016 tentative agreement. • Effective 10/1/2011, pursuant to the federal Patient Protection Affordable Care Act (PPACA), certain office visits, tests, and immunizations considered to be “preventive care” under PPACA will be exempt from copayment. 	
<p>Article 9 – Empire Plan Par-Provider Network</p>	<ul style="list-style-type: none"> • Effective 1/1/2012, the participating provider network will include Nurse Practitioners and “Minute Clinics,” subject to applicable par provider copayment. 	
<p>Article 9 – Empire Plan Annual Deductible</p>	<ul style="list-style-type: none"> • Effective 1/1/2012, annual deductibles when using non-network providers will be: <ul style="list-style-type: none"> ○ \$1,000 for the enrollee, \$1000 for the spouse/domestic partner, and \$1000 for one or all dependent children <p>(more)</p>	<ul style="list-style-type: none"> • Current annual deductibles when using non-network providers: <ul style="list-style-type: none"> ○ \$388 for the enrollee, \$388 for the spouse/domestic partner, and \$388 for one or all dependent children. <p>(more)</p>

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	<ul style="list-style-type: none"> ○ Combines separate deductibles for Basic Medical, Non-Network Mental Health, and Non-Network Substance Abuse into one per enrollee, one per spouse, and one per all dependent children (per federal Mental Health Parity requirements). • Adds cap of \$500 for employees Salary Grade 6 and below. • Eliminates annual CPI-W adjustments. 	<ul style="list-style-type: none"> ○ Separate deductibles for Basic Medical, Non-Network Mental Health and Non-Network Substance Abuse, per enrollee, per spouse, and per all dependent children (9 total). • The deductibles change annually based on CPI-W.
Article 9 – Empire Plan Annual Coinsurance Maximum	<ul style="list-style-type: none"> • Effective 1/1/2012, coinsurance maximums when using non-network providers will be: <ul style="list-style-type: none"> ○ \$3,000 for the enrollee, \$3,000 for the spouse/domestic partner, and \$3,000 for one or all dependent children. ○ Combines separate coinsurance maximums for Basic Medical, Non-Network Mental Health, Non-Network Substance Abuse and Non-Network Hospital into one per enrollee, one per spouse, and one per all dependent children (per federal Mental Health Parity requirements). • Adds cap of \$1,500 for employees Salary Grade 6 and below. • Eliminates annual CPI-W adjustment. 	<ul style="list-style-type: none"> • Current coinsurance maximums when using non-network providers: <ul style="list-style-type: none"> ○ Medical/MHSA coinsurance maximums - \$1,069 for the enrollee, \$1,069 for the spouse/domestic partner, and \$1,069 for one or all dependent children. ○ Non-Network Hospital coinsurance maximum - \$1,500 for the enrollee, \$1,500 for spouse/domestic partner, and \$1,500 for one or all dependent children. ○ Separate coinsurance maximums for Basic Medical, Non-Network Mental Health, Non- Network Substance Abuse and Non-network Hospital per enrollee, per spouse, and per all dependent children (12 total). • The maximums change annually based on CPI-W.
Article 9 – Empire Plan – Participating Provider Guaranteed Access	<ul style="list-style-type: none"> • Effective 1/1/2012, a Guaranteed Access Program for participating primary care physicians (PCPs) and “core” specialists will be implemented. • Under the program, if there is no participating provider within the geographic access standard, enrollees will receive paid in full coverage (less appropriate copay if any). 	

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<p>Article 9 – Empire Plan Outpatient Hospital Copays</p>	<ul style="list-style-type: none"> • No change in outpatient hospital or emergency room co-pays. 	
<p>Article 9- Empire Plan Prescription Drug Retail Copays</p>	<ul style="list-style-type: none"> • Effective 10/1/2011 - Retail copays as follows: <ul style="list-style-type: none"> ○ Level One <ul style="list-style-type: none"> ▪ 30-day supply - \$5 ▪ 90 day supply - \$10 ○ Level Two <ul style="list-style-type: none"> ▪ 30-day supply - \$25 ▪ 90-day supply - \$50 ○ Level Three <ul style="list-style-type: none"> ▪ 30-day supply - \$45 ▪ 90-day supply - \$90 	<ul style="list-style-type: none"> • Current Retail copays as follows: <ul style="list-style-type: none"> ○ Level One <ul style="list-style-type: none"> ▪ 30-day supply - \$5 ▪ 90 day supply - \$10 ○ Level Two <ul style="list-style-type: none"> ▪ 30-day supply - \$15 ▪ 90-day supply - \$30 ○ Level Three <ul style="list-style-type: none"> ▪ 30-day supply - \$40 ▪ 90-day supply - \$70
<p>Article 9 – Empire Plan Prescription Drug Mail Service Copays</p>	<ul style="list-style-type: none"> • Effective 10/1/2011 Mail Service copays as follows: <ul style="list-style-type: none"> ○ Level One <ul style="list-style-type: none"> ▪ 30-day supply - \$5 ▪ 90 day supply - \$5 ○ Level Two <ul style="list-style-type: none"> ▪ 30-day supply - \$25 ▪ 90-day supply - \$50 ○ Level Three <ul style="list-style-type: none"> ▪ 30-day supply - \$45 ▪ 90-day supply - \$90 	<ul style="list-style-type: none"> • Current Mail Service copays as follows: <ul style="list-style-type: none"> ○ Level One <ul style="list-style-type: none"> ▪ 30-day supply - \$5 ▪ 90 day supply - \$5 ○ Level Two <ul style="list-style-type: none"> ▪ 30-day supply - \$15 ▪ 90-day supply - \$20 ○ Level Three <ul style="list-style-type: none"> ▪ 30-day supply - \$40 ▪ 90-day supply - \$65

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Article 9 – Empire Plan Prescription Drug Program	<ul style="list-style-type: none"> • Effective 10/1/2011, “First Launch” generic medications may be excluded or placed on Level 3 of Empire Plan Flexible Formulary while brand name drug remains less expensive. 	<ul style="list-style-type: none"> • All generic medications placed on Level 1 of the Empire Plan Flexible Formulary.
Article 9 – Empire Plan Prescription Drug Program	<ul style="list-style-type: none"> • Effective 1/1/2013, implement new “New to You” requirement. • Enrollee must get two 30-day fills of a newly prescribed drug at retail before benefits will be provided for a 90-day fill. Does not apply to changes in dosage level of same drug. 	<ul style="list-style-type: none"> • Previously agreed to “New to You” program never implemented.
Article 9 – Joint Committee on Health Benefits Responsibilities	<ul style="list-style-type: none"> • JCHB to work with State to implement, oversee and monitor Guaranteed Access Program for PCPs and “core” specialists. • Once established, no change in access standards without joint agreement of State and PEF. 	
	<ul style="list-style-type: none"> • JCHB to work with State to establish and implement voluntary Health Risk Assessment Program and educational endeavors designed to encourage healthier lifestyles. 	
	<ul style="list-style-type: none"> • JCHB to meet and confer with State on evaluation of possible transition to GHI Preferred Plus dental plan. 	
	<ul style="list-style-type: none"> • JCHB will review radiology pre-notification requirement and review viability and cost effectiveness of implementing pre-authorization program for those services and for non-urgent/non-emergent cardiologic procedures and testing. 	
	<ul style="list-style-type: none"> • JCHB to work with State to implement and oversee a “Healthy Back” disease management program. 	
	<ul style="list-style-type: none"> • JCHB to work with State to implement and oversee a Bariatric Surgery management program. 	

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	<ul style="list-style-type: none"> If found advantageous and feasible, “Alternative Prescription Drug Program” will be offered to PS&T Unit enrollees on a voluntary basis. 	
	<ul style="list-style-type: none"> State to develop and release RFP for self-insured Prescription Drug Program. JCHB will work with State in development of RFP and review and comment on proposals received State will evaluate ability/timetable to expand self-insurance to remaining components of Empire Plan and dental plan. 	
Article 12 – Productivity Enhancement Program - Sideletter	<ul style="list-style-type: none"> Employees SG 24 and below may cash in six days of vacation or personal leave for \$1,000 which is used to offset the employee’s contribution to health insurance premiums. 	<ul style="list-style-type: none"> Employees SG 17 and below may cash in three days of vacation or personal leave for \$500 which is used to offset the employee’s contribution to health insurance premiums.
Article 12 – Attendance and Leave Vacation Accrual Cap	<ul style="list-style-type: none"> On April 1, 2012 only, employees may continue to carry up to 45 days of vacation. Vacation accrual maximum returns to 40 days on April 1, 2013. 	<p>Vacation accruals cap at a maximum of 40 days on April 1 of each year.</p>
Joint Committees – Articles 9, 10, 14, 15, 18, 27, 42,	<ul style="list-style-type: none"> Contract Committee funding will continue at FY 2010-11 levels for FY 2011-12, FY 2012-13, and FY 2013- 14. Committee funding levels will increase by 2% in FY 2014-15 and again by 2% in FY 2015-16. 	<ul style="list-style-type: none"> All Contract Committees funded at following levels for FY 2010-2011: <ul style="list-style-type: none"> Art. 9 – JCHB \$500,000 Art. 10 – EAP \$426,000 Art. 14 – PDQWL \$530,000 Art. 15 – Prof. Development <ul style="list-style-type: none"> Art. 15.3 \$5,629,200 Art. 15.4 \$980,500 Art. 15.5 \$959,500 Art. 15.6 \$500,000 Art. 18 – H&S \$688,000 Art. 27 – Prop. Damage \$20,700 Art. 42 – Family Benefits \$1,884,600

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<p>Article 33 – Sideletter Patient Abuse Discipline</p>	<ul style="list-style-type: none"> • A new panel of arbitrators to be assigned to patient abuse cases will be created. • Arbitrators’ fees will be increased from \$800 to an agreed-upon daily rate. • Joint training will be provided to the panel. Additional training will be provided every 2-3 years thereafter. • A table of penalties for increasingly severe acts of misconduct will be negotiated. • Employees guilty of patient abuse who are not terminated will not return to the facility where abuse occurred. 	<ul style="list-style-type: none"> • A select panel of arbitrators assigned to patient abuse cases already exists. • Select Arbitrators’ fees paid at same rate as other Arbitrators. • Currently required to provide joint training provided to the panel.
<p>Utilization of Workforce Sideletter</p>	<ul style="list-style-type: none"> • A new joint committee will be created to review the State’s utilization of temporary employees, contractors, consultants, employees of public authorities and public benefit corporations, and employees of other non-State entities during the term of this Agreement. The parties will meet and confer on how permanent State employees can be better utilized to perform functions currently performed by such employees. 	